

**TOWN OF FOREST HEIGHTS, MARYLAND
COUNCIL WORK SESSION MEETING
VIRTUAL MEETING | MONDAY, APRIL 5, 2021 | 7:30PM**

AGENDA

Call to Order 7:30 PM

Roll Call Council

1. Habeeb-Ullah Muhammad, Mayor	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
2. Calvin Washington, Council President -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
3. Robert Barnes, Councilman -- Ward I	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
4. Clifton Atkinson, Councilman -- Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
5. Jonathon Kennedy II, Councilman -- Ward II	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
6. Taunya Hines, Councilwoman -- Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent
7. Paula Noble, Councilwoman -- Ward III	<input type="checkbox"/> Present	<input type="checkbox"/> Absent

Moment of Silence

Pledge of Allegiance to the Flag of the United States of America

Approval of Agenda

a. Minutes from Wednesday, March 17, 2021

Public Period (limit 2 minutes)

Reports

- a. Treasurer
- b. Public Works Director
- c. Lobbyist, Greenwill Consulting
- d. Code Enforcement
- e. Ombudsman
- f. Police Chief
- g. Town Administrator

Councilmember/Mayor Report

- a. Ward I
- b. Ward II
- c. Ward II

**TOWN OF FOREST HEIGHTS, MARYLAND
COUNCIL WORK SESSION MEETING
VIRTUAL MEETING | MONDAY, APRIL 5, 2021 | 7:30PM**

Legislation

RESOLUTION 09-21 A RESOLUTION TO APPROVE A REVISED AND SUBSTITUTED COPIER LEASE WITH U.S. BANK EQUIPMENT FINANCE (“LESSOR”) AND AN EQUIPMENT, SOFTWARE & SERVICES AGREEMENT WITH CENTRIC BUSINESS SYSTEMS, INC. (“SUPPLIER”).

RESOLUTION 11-21 A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO HIRE SENORA THOMPSON-SCOTT, AS A FULL TIME EMPLOYEE WITH THE POLICE DEPARTMENT.

RESOLUTION 12-21 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE TOWN OF FOREST HEIGHTS TO CONSULT WITH A LOCAL FIRM REGARDING REROUTING AND INSTALLATION OF ELECTRICAL SERVICE FOR THE TOWN’S MAINTENANCE GARAGE LOCATED ON PARCEL A, AND GENERALLY RELATED TO PROFESSIONAL SERVICES.

RESOLUTION 13-21 A RESOLUTION TO APPROVE AND SUPPORT THE MIXED-USE DEVELOPMENT OF PROPERTY LOCATED WITHIN AND ABUTTING THE CORPORATE LIMITS OF THE TOWN OF FOREST HEIGHTS KNOWN AS NATIONAL VIEW.

RESOLUTION 14-21 A RESOLUTION TO PARTICIPATE IN THE ADULT MOSQUITO CONTROL PROGRAM 2021 WITH THE MARYLAND DEPARTMENT OF AGRICULTURE.

RESOLUTION 15-21 A RESOLUTION FOR THE ADOPTION OF AN AMENDMENT TO THE TOWN’S EMPLOYEE HANDBOOK REGARDING COMPENSATORY TIME FOR EXEMPT EMPLOYEES.

RESOLUTION 16-21 A RESOLUTION TO SETFORTH AND ESTABLISH THE TOWN’S REAL PROPERTY TAX RATE FOR FISCAL YEAR 2022.

RESOLUTION 17-21 A RESOLUTION TO PURCHASE (3) POLICE VEHICLES AND EQUIPMENT TO REPLACE 3 POLICE VEHICLES THAT ARE NO LONGER SERVICEABLE.

01-21 ORDINANCE AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND READOPTING AND AMENDING ARTICLE 20 (FINANCIAL MANAGEMENT AND INTERNAL CONTROLS), SECTION 20.4 (PROCEDURES) OF THE ORDINANCE CODE OF THE TOWN OF FOREST HEIGHTS TO CHANGE THE THRESHOLD AMOUNT FOR SMALL PURCHASES FROM \$1,000 TO \$5,000 THEREBY AUTHORIZING THE MAYOR TO MAKE SMALL PURCHASES UP TO \$5,000 WITHOUT PRIOR APPROVAL BY THE COUNCIL, AND GENERALLY RELATING TO PROCUREMENT PROCEDURES.

New Business

Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/87082200693>

Meeting ID: 87082200693

One tap mobile

+13017158592,,87082200693# US (Washington DC)

Dial by your location

+1 301 715 8592 US (Washington DC)

Meeting ID: 87082200693

**Town of Forest Heights
Town Meeting- 8:00 PM
Wednesday, March 17, 2021
Meeting Minutes
Virtual Meeting**

Call to Order: 8:00 PM

Roll Call: CM Washington, CM Barnes, CM Atkinson, CW Hines, CW Noble, Mayor Muhammad present; CM Kennedy II arrived late. Quorum established.

Moment of Silence:

Pledge of Allegiance:

Approval of Agenda: Motion by CM Washington to approve the agenda; seconded by CM Barnes; all in favor; motion passed.

Public Period: Mrs. Lynn Smith-Barnes congratulated all the winners of the 2021 Municipal Elections.

Election Results from Election Judge Mr. Freddie Colston: Habeeb-Ullah Muhammad for Mayor is the winner with 89 votes, followed by Cynthia Mann with 66 votes, and Larry Stoner for 25 votes. For Ward I, Robert Barnes is the winner with 25 votes, James Ware received 1 vote. For Ward II, Clifton Atkinson is the winner with 54 votes, Theresa Brownson received 43 votes. No write-ins. For Ward III, the winner is Taunya Hines with 55 votes, with 1 write-in vote for Sean T. Nazzio. Total absentee ballots: 33. 3 mistake ballots and 1 illegal ballot was cast. The total amount of ballots cast is 190.

Legislation:

Resolution 04-21: A Resolution to approve Amendment No. 3 to the Customer Agreement between the Town of Forest Heights (The "Town") and Sensys Gatso USA, Inc. and generally relating to contractual services for speed monitoring and red-light systems. Motion by CM Washington to waive the full reading; seconded by CM Kennedy II; all in favor; motion by CM Washington to adopt Resolution 04-21; seconded by CW Hines; no discussion; vote; (7 yes; 0 no) motion passed.

Resolution 05-21: A Resolution ending COVID-19 hazard pay for essential or designated personnel of the Town of Forest Heights; motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion by CM Washington to adopt Resolution 05-21; seconded by CM Kennedy II; no discussion; vote; (7 yes; 0 no); motion passed.

Resolution 10-21: A Resolution to approve three (3) contracts including a contract to provide construction management services for a new public safety center building for the Police Department to be located at 606 Modoc Lane; to approve a contract to demolish the existing structure at 606 Modoc Lane; and to approve a Sole Source contract with Modular Genius for a modular building to house the Public Safety Center; and to delegate certain contingency funding and change order obligation authority to complete the project to the mayor for the construction of a new modular Public Safety Center building; motion by CM Washington to waive the full reading; seconded by CM Kennedy II; all in favor; motion by CM Kennedy II to adopt Resolution 10-21; seconded by CM Washington; discussion. Lt. Marcus Jones explained the amendments to the council. The price estimate had been raised due to factors such as the elevator, and stairwells required by Prince George's County. The Town Attorney provided 6 language changes for the Modular Genius contract. CM Kennedy II asked if the words "Public Works" on page 1 would be stricken; Lt. Jones said yes, that it would be included in the amendment. Motion by CM Washington to adopt Resolution 10-21 as amended; seconded by CW Hines. Vote; (7 yes; 0 no); motion passed as amended.

Swearing-In of Councilmembers by Mayor Muhammad.

Mr. Robert Barnes

Mr. Clifton Atkinson

Mrs. Taunya Hines

New Business: CM Washington invited the councilmembers to review a comprehensive parking permit plan within the next week, before the next work session. CM Kennedy II asked if CM Washington wanted to have the April 5th meeting early. CM Washington responded that he wanted to send everyone a copy of the plan within 5-7 days. CM Barnes asked if the plan would include Ward I. CM Washington said that it would be for all parts of the town, that most of the complaints had come from the other two wards. It can be further discussed in the work session. Mayor Muhammad thanked the staff and the election committees for their work in putting together the election, for the citizens for taking the time to vote, and the council people who asked everyone to vote for them.

CM Barnes thanked the mayor and the staff for the congratulatory cupcakes (for their election victory). CW Hines also thanked the mayor and staff for the cupcake.

CM Kennedy II mentioned that there may be a resolution regarding the new annexation for Petra Development and asked for a letter of support. The Town Administrator elaborated, stating that they are working on all requests for information. The applicant is moving forward with rezoning requests. They are scheduled for a Hearing Examiner's meeting on March 25th.

CW Noble stated that the zoning meeting would be the 24th. Today is the last day to be a person of record.

CM Kennedy II offered his congratulations to the newly elected officials.

Mayor Muhammad announced that the project on North Huron Drive is complete. The county has approved it. A celebration will be planned.

Meeting Adjourned: 8:38 PM

**Town of Forest Heights
Treasurer's Report
April 5, 2021**

- Updated -

	Bank Acct Balance <u>04/02/21</u>	Quickbook Balance <u>03/31/21</u>	Quickbook Balance <u>03/31/20</u>
TD Bank General Fund	151,650.49	82,770.46	378,388.05
TD Bank Rainy Day Fund	160,132.40	160,132.40	157,132.40
TD Bank Speed Camera	3,618,965.51	3,618,965.51	2,902,239.22
TD Bank Municipal Money Market	213,664.59	213,664.59	213,364.59
	<u>4,144,412.99</u>	<u>4,075,532.96</u>	<u>3,651,124.26</u>

General Fund Highlights:

1. Transfer of funds from Speed Camera Account to General Fund - \$250,000.00
2. Real Estate Tax distribution - \$20,412.43
3. Local Income Tax distribution - \$10,544.56
4. Highway User distribution - \$16,383.94
5. Utility/Personal Property Tax payments received \$30,133.71
6. Solar Energy sale - \$390.60
7. P.G. Co. Tax Liens - \$842.33

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

April 2, 2021

Town Appearance:

- Maintenance and upkeep of the Community Park next to Henry's
- Daily Trash pickup on both sides of the town
- Monthly inspection of the Tot Lot
- Patching of potholes
- Reporting of Street light outages
- Leaf Pick up
- Cleaning storm drains and curbs of leaves and grass
- Cutting/removal of fallen trees
- Maintaining the Pet Waste Stations
- Monitoring of the Bigbelly Trash Compactors

Town Infrastructure:

- Met with Representatives from Pepco to further talks about Electric Car Chargers in the town. It is their hope to start construction the week April 5th
- **N. Huron Drive**
 - Two cracked pervious sidewalk panels have been repaired by Z Conn.
 - David Cox (DPIE) ESC Inspector passed sidewalk inspection.
 - SHA has cleared ADA inspection on N. Huron Sidewalk Project, if approved
 - We have received the final release letter from DPIE.
 - Date for final walk through has not been scheduled. The Mayor and the Town Administrator should be present for the walk through.
 - Participate in all onsite meetings.
- **Sachem Drive – Hill:**
 - Retaining wall and hill stabilization has now been completed and is in the cleanup stage. A final walk through with the contractor, the Town Administrator and the Mayor should be scheduled.
- Both parties, Goode Trash & TOFH, working for a better solution to eliminate the excess trash in the streets. This is an ongoing effort. There are still a number of complaints coming in from the town's residents.
- Received the final document "TOFH Preliminary Stormwater Management Study" from Emily Clifton (LID) which shows possible BMP's for TOFH Storm Water Management issues.

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

➤ Cree Drive

- RFP for "Cree Drive Drainage Improvements and Road Repair" has been posted. Closing date will be April 30, 2021.
- Met with perspective contractors for a Pre-Bid meeting and walked Cree Dr.

The pavement is heavily distressed/cracked due to a number of overlays and groundwater run-off. Residents have sent in numerous complaints about Cree Dr., this has not been overlooked or forgotten. There have been a number of inspections performed pertaining to Cree Dr. Government agencies, Contractors, WSSC, as well as Engineering Firms have looked at the cause of the breakdown of the pavement. The water has been tested by PG Department of the Environment to try to determine its origin. It is still to be determined. It is believed that approx. 50% of the water source may be coming from the homeowner. It's not in the best interest of the street to repair one or two areas, as the water has not ceased to flow. To repair Cree Drive, it will be a very intensive and expensive venture.

➤ Rolph Drive

- Z Conn LLC has cleaned the entire pervious sidewalk from Senaca Dr. to Senaca Dr.
- The Pervious Concrete Sidewalk has started faulting and cracking. Mr. Drew Parks (Z-Con Concrete) came out to inspect the sidewalk. He has provided the town with a cost estimate (\$8,319.61) to clean and repair the sidewalk.
- I received an email from Jenni Woolworth (AD Marble) recently, She states "Our opinion is that the sidewalk settling is a result of the underground water flow saturating and shifting the backfill that was placed above the drainage system and below the pervious sidewalk. The saturation of the backfill due to underground water flow is unavoidable."

Building Infrastructure:

- DPW painting walls in Police and the Town Clerk's areas
- Police Clerk and Town Treasurer's office furniture assembled and place by DPW.
- The Town Hall building is being cleaned and sanitized daily by DPW.

Equipment Maintenance

- Three (3) Echo edge trimmers repaired by Suitland Lawn.
- Replace wheel on X-Mark walk behind.

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

- Changing oil/gas mix in equipment

Other Areas:

-
- Answering Resident Communication
- Making/receiving phone calls, follow ups and meetings with contractors and vendors daily
- Two employees of DPW passed the "Maryland Department of the Environment's "Erosion and Sediment Control" training course (green card)
- DPW attended a virtual course for "Asphalt Roads Common Maintenance Problems".
Received Certificate of Training from SHA MDOT
- Working with Neighborhood Design Center for a NFWF preliminary grant award for community forestry

CODE ENFORCEMENT REPORT MARCH 2021

Date	Violation Type	Amount	Location	Status
3/1/2021	rental license	\$75.00	117 Seneca Dr	paid
3/1/2021	T Building Permit	\$50.00	602 Pitt Lane	paid
3/3/2021	T Building Permit	\$50.00	115 Cree Dr	paid
3/3/2021	rental license	\$75.00	5909 Shoshone Dr	paid
3/8/2021	rental license	\$75.00	112 N Huron Dr	paid
3/8/2021	dumpster Permit	\$20.00	5908 Arapahoe Ter	paid
3/8/2021	C Building Permit	\$69.62	131 Rolph Dr	paid
3/9/2021	T Building Permit	\$50.00	5908 Arapahoe Ter	paid
3/10/2021	T Building Permit	\$50.00	104 Seneca Dr	paid
3/11/2021	Civil Citation	\$500.00	207 Serneca Dr	paid
3/24/2021	C Building Permit	\$81.25	106 S Huron Dr	paid
3/30/2021	T Building Permit	\$50.00	136 Cree Dr	paid
3/31/2021	rental license	\$75.00	107 Mohican Dr	paid
3/17/2021	Notice of Violation	\$500.00	5914 Terrell Ave	pending
3/17/2021	Notice of Violation	\$500.00	5503 Alden Way	pending
3/17/2021	Notice of Violation	\$250.00	5610 Delaware Dr	pending
3/18/2021	Civil Citation	\$300.00	5810 Black Hawk Dr	pending
3/18/2021	Notice of Violation	\$250.00	101 Cree Dr	pending
3/18/2021	Notice of Violation	\$250.00	5818 Black Hawk Dr	pending
3/18/2021	Notice of Violation	\$250.00	5814 Black Hawk Dr	pending
3/19/2021	Notice of Violation	\$500.00	5529 Livingston Rd	pending
3/19/2021	Notice of Violation	\$500.00	5504 Woodland Dr	pending
3/23/2021	Notice of Violation	\$250.00	138 S Huron Dr	pending
3/23/2021	Notice of Violation	\$500.00	143 S Huron Dr	pending
3/23/2021	notice of Violation	\$500.00	5506 Shawnee Dr	pending
Total		\$5,770.00		

TOWN OF FOREST HEIGHTS
AUTOMATED SPEED ENFORCEMENT OMBUDSMAN
March2021
Ombudsman Report
Ronald B Govan

For the month of March, the Town of Forest Heights had

- 7 Late fees requested.
- 5 Late fee requests granted.
- 5 Cancel citation.
- 10 Flag Release

FOREST HEIGHTS POLICE DEPARTMENT MARCH REPORT

Incident Type Total

911 DISCONNECT	24	
ACCIDENT	9	
ANIMAL COMPLAINT	2	
ASSAULT	1	
ASSIST	2	
ATT SUICIDE COMBINED	1	
CHECK WELFARE	6	
CHECK WELFARE COMBINED	3	
DEATH REPORT	1	
DEPT ACCIDENT FD COMBINED	1	
DEPT ACCIDENT PD COMBINED	1	
DISORDERLY	11	
DOMESTIC	1	
FAMILY DISPUTE	6	
FRAUD	1	
HIT AND RUN	2	
LOST PROPERTY	2	
MISC POLICE INCIDENT	8	
NOISE COMPLAINT	1	
OPEN DOOR WINDOW	1	
OVERDOSE BLS COMBINED	1	
PREMISE CHECK	123	
PROPERTY ALARM COMMERCIAL	1	
PROPERTY DAMAGE	3	
RESIDENTIAL ALARM	3	
STOLEN VEH	1	
SUBJECT STOP	5	
SUSPICIOUS AUTO	1	
SUSPICIOUS OCC AUTO	8	
SUSPICIOUS PERSON	2	
THEFT FROM AUTO	2	
THEFT REPORT	2	
THREATS COMPLAINT	1	
TRAFFIC COMPLAINT	8	
TRAFFIC HAZARD	1	
UNKNOWN TROUBLE	9	
VANDALISM	2	
VEHICLE ACCIDENT COMBINED	1	
Total Calls -->	258	

FHPD HAS DEPLOYED OUR Community Action Team

Members: PO Adams/PO Best

***This team duties will be but not limited
to:***

- ***Community Events***
- ***Resolving Community Issues***
- ***Liaison to our schools, businesses, and
churches***

And much more!!!!!!!!!!!!!!!!!!!!!!

Fortitude Honor Peacemaker Devoted

STATISTICAL REPORT

Parking Citations Issued 6

Arrest 24

Impounds-102



2021 Gun Recovery Data

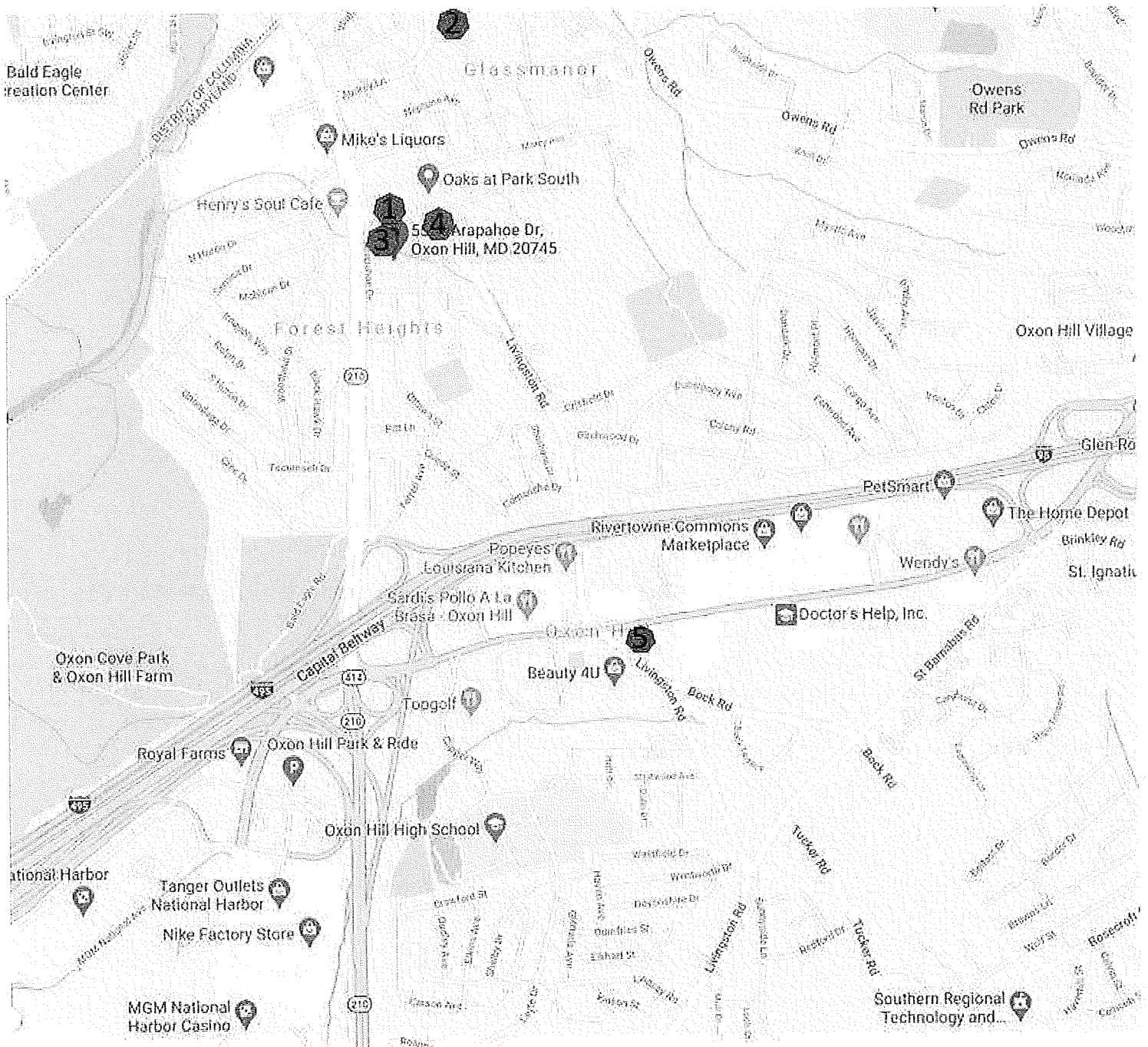
Forest Heights Police Department

FOREST HEIGHTS POLICE DEPARTMENT

GUN RECOVERIES FOR 2021

GUN #	DATE	CASE #	LOCATION	CASE OFFICER
1	1/14/21	21-0002177	Livingston Rd. & Indian Head Hwy.	Ofc. Nugent
2	2/5/21	21-0005792	Audrey Ln. & Deal Dr.	Ofc. Nugent
3	2/9/21	21-0006296	5500 Indian Head Hwy.	Cpl. Govan
4	3/28/21	21-0013884	Livingston Rd. & Livingston Ter.	Ofc. Adams
5	3/31/21	21-0014375	6300-blk Livingston Road	Ofc. Nugent

2021 GUN RECOVERY LOCATIONS



2021 FIREARM PHOTO ARRAY

FIREARM #1



FIREARM #2



FIREARM #3



21-0006296

FIREARM #4



FIREARM #5



Town Council Work Session Report For 4.5.21 (Town Administrator)

COVID-19 Vaccinations Available for Certain Town Employees (Continuity of Government)

As members of the Town Council, during the past few weeks someone on the staff may have contacted you to schedule a COVID-19 vaccination. This opportunity is made available by Prince George's County and its Phase 1 vaccination efforts.

The County has reached out to municipalities to establish lists of "Continuity of Government" employees who are now eligible as part of the Phase 1 group. Continuity of Government employees are defined as any employees considered critical for the operation and delivery of municipal services. This includes members of the executive staff, department staff that provide or maintain critical functions such as law enforcement and public works and town council members.

As I previously reported to you by email, in early February I submitted Council Member's names to the County to be scheduled for a vaccination. (see my February 5th email)

If anyone is still having difficulty with arrangements for their COVID vaccination, please contact my office at 301-792-1760.

Recent Personnel Actions

On March 1st, the Police Department welcomed its newest addition to the team, Police Clerk Senora Thompson-Scott. Ms. Scott brings a wealth a knowledge and experience from the Cheverly Police Department. She is already settling into her duties nicely and well-liked by her colleagues.

As you encounter her in the Municipal Building or, see Senora in her office at the police in-take window, please welcome her to the Forest Heights family. Her contact information is below:

Email: SenoraT@forestheightsmd.gov

Cell: (301) 659-7194

Desk Ext: 1225

North Huron Drive Sidewalk Construction Project (Safe Routes to School)

The new North Huron Drive sidewalk construction project is now complete. The final construction inspections and approvals were completed last week and the Town is awaiting the approvals in written form for the record from the County.

Planning for a ribbon cutting ceremony in the near future is currently underway to showcase this important project, which will include the participation of local, County and State officials.

Cree Drive Revitalization Project Request for Proposals Process Underway

On March 22nd, the Town began advertising for firms to provide bids for drainage improvements and road repair to Cree Drive.

The objective of the Request for Proposals (RFP) is for the Town to employ the services of a design/build company to develop design plans and provide construction services for badly needed drainage improvements and road repair along Cree Drive.

The Town is seeking technical and fee proposals from experienced and capable design/build construction companies able to provide these services in accordance with submitted and approved specifications.

Please contact Public Works Director Larry Vaughn for more specifics about this project.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 09-21**

**A RESOLUTION TO APPROVE A REVISED AND SUBSTITUTED COPIER LEASE
WITH U.S. BANK EQUIPMENT FINANCE ("LESSOR") AND AN EQUIPMENT,
SOFTWARE & SERVICES AGREEMENT WITH CENTRIC BUSINESS SYSTEMS,
INC. ("SUPPLIER")**

Introduced By: Habeeb-Ullah Muhammad, Mayor

WHEREAS, the Town Charter, § 33-63(b) authorizes the Mayor and Council to enter into contracts for supplies, materials, equipment, construction of improvements, or contractual service involving more than ten thousand dollars (\$10,000.00) shall be made on written contract, and the Mayor and Council shall be required to advertise for sealed bids for all such written contracts; and

WHEREAS, on December 21, 2016 the Mayor and Council approved Resolution 74-16 to accept a bid from Centric Business Systems, Inc. to accept a bid for a copier lease and services for the Town's administration offices; and

WHEREAS, the bid included a lease of a Ricoh MP C4504 with booklet finisher, hole punch, fax kit & 4 drawers, for the following 60 months in the amount of \$165.50 monthly and a monthly maintenance fee of \$227.50, which was a total of \$393.00 per month; and

WHEREAS, the Town was previously allotted a minimum of 13,000 b/w copies and 2,000 color copies under the prior agreement and anything over was to be charged at \$0.0075 per black and white copy and \$0.065 per color copy; and

WHEREAS, the new proposed lease for two (2) copier machines ((i) Ricoh IMC4500 with booklet finisher for administration and (ii) Ricoh IMC2500 for FHPD) for 60 months in the amount of \$1,297.62 monthly including the monthly maintenance fee; and

WHEREAS, the Town will be allotted a minimum of 11,000 b/w copies and 10,250 color copies under this new agreement and anything over was to be charged at \$.0091 per black and white copy and \$.0411 per color copy; and

WHEREAS, the Council finds that Centric Business Systems, Inc. and US Bank N.A. (trading as US Bank Equipment Finance) are in good standing with the State, and the Town, has previously conducted competitive bidding with these vendors and awarded a contract and lease to said vendors and it is in the best interest of the Town to approve the lease and maintenance contract described herein.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Town Council of the Town of Forest Heights hereby approves and authorizes the Mayor to execute a maintenance contract with Centric Business Systems, Inc. and a lease with U.S. Bank both attached hereto and incorporated by reference herein.

AND BE IT FURTHER RESOLVED, that the Mayor or her designee shall ensure that assurances are obtained in writing that the current copier machine lease and maintenance

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 09-21**

contract are fully terminated and substituted with the new lease and contract approved by this Resolution.

AND BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ____ day of March 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of March 2021 with ____ Aye votes and ____ Nay votes the aforesaid Resolution 09-21 passed.

Sherletta Hawkins, Town Clerk

[Exhibit A & B: Value Lease Agreement of U.S. Bank Equipment Finance and Equipment,
Software & Services Agreement with Centric Business Systems]



EQUIPMENT FINANCE

Value Lease
Pool Billing Schedule

APPLICATION NO.

AGREEMENT NO.

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and U.S. Bank Equipment Finance.

POOL NAME: Forest Heights Main Machine

Pool Location: 5508 Arapahoe Dr. Forest Heights MD 20745

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Ricoh IMC4500 w/ booklet finisher				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment* \$ 1,123.31 *plus applicable taxes

Monthly Page Allowance		Overages billed quarterly at*			
on Copiers:	10000	B&W Pages	10000	Color Pages \$.0085	per B&W page \$.04 per Color page
on Printers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Production:		B&W Pages		Color Pages \$	per B&W page \$ per Color page

POOL NAME: Police Station

Pool Location: 606 Modoc Lane A, Forest Heights MD 20745

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Ricoh IMC2500				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment* \$ 174.31 *plus applicable taxes

Monthly Page Allowance		Overages billed quarterly at*			
on Copiers:	1000	B&W Pages	250	Color Pages \$.015	per B&W page \$.085 per Color page
on Printers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Production:		B&W Pages		Color Pages \$	per B&W page \$ per Color page

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment* \$ *plus applicable taxes

Monthly Page Allowance		Overages billed quarterly at*			
on Copiers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Printers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Production:		B&W Pages		Color Pages \$	per B&W page \$ per Color page

POOL NAME:

Pool Location:

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Monthly Payment* \$ *plus applicable taxes

Monthly Page Allowance		Overages billed quarterly at*			
on Copiers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Printers:		B&W Pages		Color Pages \$	per B&W page \$ per Color page
on Production:		B&W Pages		Color Pages \$	per B&W page \$ per Color page

Each piece of Equipment described in this Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

Town of Forest Heights

X

CUSTOMER

SIGNATURE

TITLE

DATED

33185 - Centric (2017)

Rev. 02/18/2020



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME Town of Forest Heights			STREET ADDRESS 5508 Arapahoe Dr.	
CITY Forest Heights	STATE MD	ZIP 20745	PHONE 301-839-1030	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

FULL LEGAL NAME Centric Business Systems, Inc.	STREET ADDRESS 10702 Red Run Boulevard	CITY / STATE / ZIP Owings Mills, MD 21117	PHONE 877.902.3301
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EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

☐ See attached Schedule A ☒ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

63 Payments* of \$ 1,297.62 If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Monthly Page Allowance

	B&W Pages	Color Pages	\$	per B&W page	\$	per Color page
on Copiers:						
on Printers:						
on Production:						

Overages billed quarterly at*

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

CONNECTIVITY SERVICE OPTION (By selecting "YES" you agree that the Monthly Connectivity Service Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Connectivity Service Program? ☐ Yes OR ☒ No Monthly Connectivity Service Fee* \$

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance			
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Town of Forest Heights	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
FEDERAL TAX I.D. #	PRINT NAME		

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier and the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. We may charge you a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **CONNECTIVITY SERVICES:** If selected on page 1, you have elected to enter into a separate Connectivity Service Agreement with Supplier for the Equipment ("Connectivity Service Agreement"). Such Connectivity Service Agreement is separate and distinct from this Agreement and shall not affect your obligations under this Agreement. You agree to pay all amounts owing under this Agreement regardless of any claim you may have against Supplier relating to the Connectivity Service Agreement. Supplier will be solely responsible for performing all services under the Connectivity Service Agreement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Connectivity Service Agreement. As a convenience to you, we will provide you with one invoice covering (1) amounts owing under this Agreement and the Arrangement, and (2) amounts owing under the Connectivity Service Agreement.



Centric Business Systems

EQUIPMENT, SOFTWARE & SERVICES AGREEMENT

☐ Hagerstown ☐ Malvern ☐ Owings Mills ☐ DC ☐ York ☐ Richmond ☐ Salisbury ☐ Tysons Corner

SOLD TO			SHIP TO <input type="checkbox"/> Same as Sold To		
Company Name: Town of Forest Heights			Company Name:		
Address: 5508 Arapahoe Dr.			Address:		
City: Forest Heights	State: MD	Zip: 20745	City:	State:	Zip:

CONTACT INFORMATION					
Administrative Contact: Sherletta Hawkins			IT Contact:		
Email: shawkins@forestheightsmd.gov			Email:		
Phone: (301) 839-1030		Fax:	Phone:		Fax:

BILLING INFORMATION	
PLEASE SELECT PREFERRED CONTACT METHOD (REQUIRED FOR BILLING)	
Meter Reading Contact:	Phone:
<input type="checkbox"/> Email:	<input type="checkbox"/> Fax:

EQUIPMENT INFORMATION				
SELECT ONE	<input checked="" type="checkbox"/> New	<input type="checkbox"/> In Place	<input type="checkbox"/> Reconditioned	<input type="checkbox"/> Demo Unit
IF ADDITIONAL LINES ARE NEEDED, PLEASE REFER TO EQUIPMENT SCHEDULE				
Quantity	Manufacturer	Model/Accessories	Unit Price	Extended Price
1	Ricoh	IMC4500 w booklet finisher		see lease
1	Ricoh	IMC2500		see lease
		Old contract #500-0498886-000 and service		
		contract associated with this account will be		
		canceled at no penalty as part of the new		
		contract		

EQUIPMENT PURCHASE TERMS	PURCHASE ORDER # <u>see lease</u>
The equipment identified above (the "Equipment") is purchased under the following standard terms and conditions, which have been acknowledged and accepted by the company or individual identified above, who is purchasing the Equipment pursuant to this Agreement ("Customer"), and such acceptance is evidence by Customer's signature contained on page 4 of this Equipment, Software & Services Agreement (this "Agreement"):	(If Required)
1. Centric Business Systems, Inc. ("Centric") retains a security interest in the Equipment and supplies described above and further in this Agreement until the total price identified herein (the "Purchase Price") is paid in full.	SUBTOTAL \$
2. If for any reason, Customer fails to complete any of its obligations hereunder, including, but not limited to, making payments when they become due, as indicated on each invoice sent by Centric to Customer, then Centric may, in addition to any other remedies available under law, retain the thirty-three percent (33%) deposit identified herein (the "Deposit") as damages for default hereunder. In the event of a default by Customer after which Centric initiates a formal legal action to recover damages or for other relief, which results in judgment against Customer, Customer shall pay all costs of collection incurred by Centric, including reasonable and necessary attorney fees.	STATE & LOCAL TAX \$ (If Exempt, Show Tax ID #)
3. Customer understands and hereby acknowledges that Centric has not made and is not bound by any oral or written representations by its sales representatives, unless such representations are explicitly restated in writing within the body of this Agreement. See "Terms and Conditions for Maintenance Programs" on the following pages. This is a binding Agreement for purchase, not subject to cancellation. This Agreement cannot be changed except as agreed to in writing by Centric. A one and a half percent (1.5%) per month late charge (eighteen percent (18%) per annum) will be applied to all balances due which remain outstanding for more than thirty (30) days.	SETUP, DELIVERY & INSTALLATION \$
4. All orders are subject to credit approval.	TOTAL PRICE \$
5. The sole remedy for Centric's failure to complete its obligations hereunder shall be the return of the Deposit.	LESS 33% DEPOSIT \$
6. If equipment is being leased, see lease agreement for lease terms.	BALANCE DUE \$

Administrative Offices
10702 Red Run Blvd, Owings Mills, MD 21117
Phone: 877-902-3301 Fax 410-902-3307
www.centricbiz.com

PLEASE SELECT THE APPLICABLE PROGRAM.

EQUIPMENT, MAINTENANCE & SUPPLY (EMS) LEASE MAINTENANCE PROGRAM

The guaranteed minimum monthly volume included (copies/prints) in the attached lease agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the contracted equipment. Additional volume is billed at the cost and interval as follows:

☒ EMS Copier (MFD) Black & White 10,000(IMC4500)
Minimum monthly volume included: 1,000 (IMC2500)
Additional volume billed quarterly @ \$ _____ per page.
(monthly/quarterly) \$0.0085(IMC4500)
\$0.015(IMC2500)

☐ EMS Printer (FlexPrint) Black & White
Minimum monthly volume included: _____
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

☒ EMS Copier (MFD) Color 10,000(IMC4500)
Minimum monthly volume included: 250(IMC2500)
Additional volume billed quarterly @ \$ _____ per page.
(monthly/quarterly) \$0.04(IMC4500)
\$0.085(IMC2500)

☐ EMS Printer (FlexPrint) Color
Minimum monthly volume included: _____
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

COMPREHENSIVE MAINTENANCE & SUPPLY (CMS) PROGRAM

The minimum volume included (copies/prints) in the agreement are outlined below. All toner, developer, drums, parts, and labor (except for paper and staples) will be provided for the term of the contract. Additional volume is billed at the cost and interval as follows:

☐ CMS Copier (MFD) Black & White
Billed \$ _____ for _____ documents per _____.
(included) (monthly/quarterly)
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Printer (FlexPrint) Black & White
Billed \$ _____ for _____ documents per _____.
(included) (monthly/quarterly)
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Copier (MFD) Color
Billed \$ _____ for _____ documents per _____.
(included) (monthly/quarterly)
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

☐ CMS Printer (FlexPrint) Color
Billed \$ _____ for _____ documents per _____.
(included) (monthly/quarterly)
Additional volume billed @ \$ _____ per page.
(monthly/quarterly)

WIDE FORMAT PROGRAMS*

- ☐ SERVICE ONLY Includes parts and labor for the term of the contract.
☐ SERVICE AND SUPPLIES (Excludes Paper) Includes all toner, drums, parts and labor for the term of the contract.
☐ SERVICE AND SUPPLIES (Includes Paper) Includes all toner, paper, drums, parts and labor for the term of the contract.

Billed \$ _____ for _____ square feet per _____. Additional square feet billed _____ at \$ _____ per sq ft.
(5 or 10 ft) (monthly/quarterly)

*All Inkjet Wide Format Programs exclude print heads and supplies.

EQUIPMENT MAINTENANCE PROGRAM

Includes parts and labor for the term of the contract. (Excludes all supplies.)

Drums are ☐ OR are not ☐ included.

Billed \$ _____ for _____ documents per _____. Additional volume billed _____ at \$ _____ per page.
(monthly/quarterly) (monthly/quarterly)

FASCIMILE PROGRAM

Includes all parts and labor \$ _____ the term of the contract. Excludes all drums and supplies.

SOFTWARE SUPPORT PROGRAM

Solution _____

Billed \$ _____ for _____ year(s). Includes software support, subject to licensing agreement.

CENTRIC CONNECT PROGRAM

This program is to provide our customers with the network support they require to ensure that our equipment is printing, faxing and scanning effectively in their specified network environment. It enables Centric to solve customer issues that are outside of the scope of services in our maintenance agreement for the term of the contract.

- ☐ Accept All covered units billed \$ _____ per _____ for _____ multifunctional copiers.
(to 1st quarter) # of devices
☒ Decline I agree to be billed at prevailing rates for network support.

Customer Initials _____

☐ NO MAINTENANCE COVERAGE OPTION CHOSEN

All programs are subject to the terms and conditions set forth on the following pages.

TERMS AND CONDITIONS FOR MAINTENANCE PROGRAMS

1. DESCRIPTION

Customer agrees to purchase, and Centric agrees to provide equipment maintenance services, in accordance with the program selected and the terms and conditions of this Agreement. No terms or conditions, expressed or implied, are authorized unless they appear on original of this Agreement, signed by Customer and an officer of Centric. No change, alteration or amendment of the terms and conditions of this Agreement are authorized or effective unless an officer of Centric has agreed to them in writing.

2. GENERAL SCOPE OF COVERAGE

This Agreement covers both the labor and the material required to keep the Equipment in good operating condition. The term "Equipment" refers to any equipment listed on page one of this Agreement or included in Equipment Schedule attached hereto. This Agreement, as specified by the program selected, includes the adjustments, repairs and replacement of parts, which have been broken or worn out during normal usage of the Equipment. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modifications, or personnel to effect repairs or changes will result in billable charges and cause this Agreement to be null and void. This Agreement does not cover service necessitated by use of operating supplies that are defective, creating service problems or not compatible with the Equipment. Centric will not be responsible for any parts or labor required to repair damage to the Equipment by an electrical surge. This Agreement does not cover service caused by malfunctions of parts, attachments, accessories and/or software packages not supplied by or through Centric.

3. TERM

This Agreement shall become effective upon acceptance by a Centric Officer and receipt of payment of the charges billed. This Agreement is non-cancelable, and will remain in effect for the term of the lease (purchased units for four years from the date of installation). Subsequent to this initial period, this contract will automatically renew for additional 12 month periods, unless Centric is notified of the customer's intent to cancel via certified mail, 30 days prior to the anniversary of the start date. At the end of the first year of this agreement and once each successive 12 month period, Centric may increase the contract minimum and the price per impression over the minimum. Customer understands that during the term of this Agreement, Centric may require an increase in charges. The color price per copy price which includes toner usages is based on 8 1/2" x 11" letter size copies with an average 20% image fill, consistent with industry averages. If Centric determines that you have used more toner than normal (as determined by the manufacturer's toner yield specifications), Centric will invoice an appropriate surcharge to offset such increased usages. Centric also reserves the right to invoice for any excess toner the customer has received and not utilized as evidenced by the final meter reads at the time of contract termination. Any lapse in coverage due to non-conformance of this Agreement will require an acceptable evaluation at prevailing rates prior to reinstating this Agreement.

4. BREACH OR DEFAULT

If Customer does not pay all charges for services as provided hereunder, promptly when due; (1) Centric may (a) refuse to provide service or supplies for the Equipment or (b) furnish service on a C.O.D. Parts and Labor basis at published rates with payment made C.O.D. at the time the service is rendered. The foregoing is without prejudice to any other remedies Centric may have. (2) Customer agrees to pay attorney fees, court costs, disbursements, and other reasonable expenses incurred by Centric in collecting any charges under this Agreement.

5. ASSIGNABILITY

This Agreement applies specifically to the Equipment and Customer location stated in this Agreement. Customer may not assign its interest in or delegate its duties under this Agreement, unless approved in writing by an officer of Centric. Centric may terminate this Agreement at any time by giving thirty days (30) prior written notice to Customer. If the Agreement is terminated by Centric, the unearned portion of any amounts owed and paid by Customer to Centric pursuant to this Agreement shall be refunded to Customer. If this Agreement is terminated by Customer, any such unearned portion of amounts owed

and paid by Customer to Centric pursuant to this Agreement may be applied to an agreement on the Equipment purchase from Centric, if such a situation exists, but in no event will such unearned but paid portion be refunded to Customer.

6. INDEMNIFICATION

Customer shall indemnify and hold Centric harmless from any claim, demand, liability, cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Centric at Customer's sole expense, against all suits, action or proceedings in which Centric is made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event shall Centric be liable to Customer for consequential or indirect damages due to Centric's non-performance, any breach of this Agreement, or any act of Centric or of its employees or agents.

7. ELECTRIC SERVICE

Purchaser shall provide electric service as appropriate for the system being installed and as required by the manufacturer.

8. SERVICE CALLS

Service calls will be made during normal business hours at the Equipment location specified. On site hours are from 8:30am to 5:00pm Monday through Friday, excluding holidays. Requests for service outside of normal business hours are charged to Customer at published rates and are subject to availability of personnel. Centric shall not be responsible for delays or inability to service caused directly or indirectly by strike, accidents, climatic conditions or other reasons beyond its control.

9. NO WARRANTY

Other than the obligations set forth herein, Centric disclaims all warranties, expressed or implied, including an implied warranty of merchantability, fitness for use, or fitness for a particular purpose. Centric shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the use or performance of the Equipment or the loss of use of the Equipment.

10. CHARGES

Charges will be invoiced in accordance with the program selected in this Agreement. At the end of the billing cycle, Centric will agree to adjust the future volume plan if necessary, and Customer agrees to pay the published rates for the agreed upon volume plan. Customer agrees to pay all charges within fifteen (15) days of the date of the Centric invoice for such charges. Customer understands that during the term of this Agreement, Centric may require an increase in charges.

11. STATE GOVERNANCE

This Agreement shall be governed by and construed according to the laws of the State of Maryland and constitutes the entire Agreement between the parties.

12. LABOR SERVICES FOR NETWORKED DEVICES & OPTIONAL CENTRIC CONNECT PROGRAM

This section is applicable to the Equipment that is connected to a computer or network. For 30 days, this Agreement covers installation and configuration of the hardware and/or software solutions acquired from Centric. Beyond 30 days, additional changes to networks, adding of print drivers and service requirements that result from data that has not reached the Equipment will be billed at prevailing rates, unless Customer selects the optional Centric Connect Program. Centric makes no guarantee that its products and software drivers will be compatible with updated application or operating system software. It is the responsibility of Customer to perform all necessary backups on its personal computers and/or networks prior to any installation or update. If Customer participates in the Centric Connect program, Customer is required to notify Centric prior to updating or changing application software or operating systems. Centric bears no responsibility for any damage done or data lost from said personal computers and/or network

devices. In addition, Centric will not be responsible for replacing or paying for replacements of any data, memory or information, which is lost, altered or damaged while stored in the Equipment. Materials required to connect a device to a network are not included.

13. GENERAL METER COLLECTION

Customer agrees to provide a meter reading when requested by Centric. If the meter reading is not reported, Centric may estimate the meter reading based on the prior three (3) months of usage to complete the billing cycle. All meter usage costs accrued during instructions, repair or preventive maintenance of the copier system shall be Customer's responsibility.

14. MISCELLANEOUS

This Agreement supersedes all prior discussions or understandings between the parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights here under unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time. This Agreement may be executed in separate counterparts by the parties hereto, each of which when so executed and delivered shall be an original document, but all of which counterparts together shall constitute the same instrument. This Agreement shall not be effective unless and until executed by both of the parties hereto.

ADDITIONAL TERMS AND CONDITIONS FOR FLEXPRIINT PROGRAM COVERAGE

15. IMPLEMENTATION

Upon approval of this Agreement by all parties, Centric will schedule a time to complete an inspection of the existing Equipment to be serviced under this Agreement within two (2) days of receipt of the order. Following inspection and upon approval, a Centric identification tag will be attached to the Equipment, a start meter reading will be obtained and Centric will install Remote Fleet Monitoring Software ("RFMS"). If the Equipment is not functional at the time of inspection, the Equipment will be brought to manufacturer's specification by Centric solely at the cost of Customer.

16. ADDITION OF EQUIPMENT

Customer is required to immediately notify a Centric representative, in writing, upon installation of any additional equipment at Customer's site capable of using Centric supplied toner cartridges. Upon execution of an addendum to this Agreement, such equipment shall be added to the Equipment Schedule attached hereto and be covered, pending inspection pursuant to this Agreement and shall be considered the Equipment for all purposes under this Agreement.

17. RELOCATING & DELETING MACHINES

Customer is required to immediately notify Centric upon relocation or removal of any Equipment at Customer's site

18. COST OF REPAIR

Centric reserves the right to evaluate the condition of the Equipment to determine whether the cost of repair is warranted or if the Equipment should be replaced or removed from the contract.

19. REMOTE MONITORING METER COLLECTION

RFMS will collect meters on most networked Equipment and some local Equipment. Customer agrees to provide manual meter readings upon request by Centric for any Equipment that does not report to the RFMS. Centric is willing to collect meters on the Equipment that does not report to our RFMS, by request only, on a quarterly basis, at an additional cost of \$75 per visit for a single site with up to 100 devices. Additional fees will be assessed for environments with more than 100 devices or multiple locations.

20. REMOTE FLEET MONITORING SOFTWARE

Installation of RFMS will take place at the initiation of this contract to report meters and monitor supply alerts. If at any time, Customer requires reinstallation of RFMS as a result of Customer changes to their network or software, Centric will impose additional fees for re-installation. The technical specifications and requirements are as follows:

The Onsite application is comprised of a windows service and web style front end. The initial installation has a small footprint of fewer than 20 MB. Ongoing data collection will require additional disk space over time. Hard disk space requirements are dictated by the number of devices it's configured to collect data from and the frequency of the data collection. Onsite application will run on a dedicated or shared workstation or server as well as a Virtual Machine (VM) with the specifications below. The system does not have to be a server; a properly powered desktop will work as well as long as they meet the requirements below:

- Operating Systems: Microsoft Windows XP, 2003, Vista Business & Enterprise Editions
- Additional Requirements: SNMP & TCP/IP supported, MDAC 2.6 or higher, .NET 2.0 framework with service pack 2, Jet 4.0, Internet explorer 7.0 or higher (or compatible)
- Communication Port Requirements: SNMP port 161, HTTP port 80, SSL port 443
- Processor: 2.4 GHz or higher
- Memory: 1 GB or higher
- Hard Drive: 10 GB or higher
- File System: NTFS

If the specifications and requirements are not met then the RFMS will not be installed. In that case Customer will be solely responsible for obtaining the meter readings for all of the printing devices.

AUTHORIZED SIGNATURE OF CUSTOMER (Sign and Print)		SALES REPRESENTATIVE (Sign and Print)	
TITLE	DATE	CENTRIC OFFICER SIGNATURE	
ORDER SUBJECT TO APPROVAL BY AN OFFICER OF CENTRIC BUSINESS SYSTEMS			

RICOH

APPLICATION NO.
2195707

AGREEMENT NO.

provided by:

usbank.
EQUIPMENT FINANCE**Dealer Value Lease Agreement**

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Town of Forest Heights Maryland			5508 Arapahoe Drive	
CITY	STATE	ZIP	PHONE	FAX
Forest Heights	MD	20745	301-839-1030	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
Centric Business Systems			8000 Westpark Drive	
CITY	STATE	ZIP	PHONE	FAX
Owings Mills	MD	21117	877-902 - 3301	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
Ricoh MP C4504 w/ booklet finisher, hole punch, fax kit & 4 drawers	G716M660613	B:144 C:25

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A ☐ See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term In 60 Months 60 Payments* of \$ 393.00 *plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

Payment Includes <u>13,000</u>	B&W Pages per month	Overages billed quarterly at \$ <u>0.0075</u> per B&W page*
Payment Includes <u>2,000</u>	Color Pages per month	Overages billed quarterly at \$ <u>0.065</u> per Color page*

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

☒ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

☐ Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3.

Customer's Initials
Customer's Initials

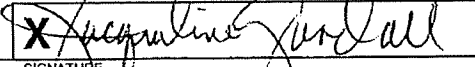
THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance		
LESSOR	SIGNATURE	TITLE DATED


CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Town of Forest Heights Maryland		MAYOR	12/22/16
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
53-6013782	Jacqueline Goodall		
FEDERAL TAX I.D. #	PRINT NAME		

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

		
CUSTOMER (as referenced above)	SIGNATURE	TITLE DATE OF DELIVERY

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. **AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS** (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) completed, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

11. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Color toner is not included in this Agreement and will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you.

12. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per page" charge that exceeds the number of pages originally designated in this Agreement ("Overages") by a maximum of 15% of the existing "cost per page" charge.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

TOWN OF FOREST HEIGHTS
RESOLUTION 11-21

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST
HEIGHTS, MARYLAND TO HIRE SENORA THOMPSON-SCOTT, AS A FULL TIME
EMPLOYEE WITH THE POLICE DEPARTMENT**

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Council shall hire employee; and

WHEREAS, the Council finds that Senora Thompson-Scott has the necessary experience and knowledge to serve a full-time employee in the Police Department and it is in the best interest of the Town to hire Ms. Thompson-Scott; and

WHEREAS, Senora Thompson-Scott has the necessary experience and knowledge to serve as a Police Clerk in the Police Department and it is in the best interest of the Town to appoint Ms. Thompson-Scott as a Police Clerk; and she shall now serve in the capacity of full-time at an hourly rate of \$19.23 and will become a full-time employee with all the benefits offered to full time employees of the town and a salary of Forty Thousand Dollars (\$40,000) per year.

WHEREAS, pursuant to Section 7.90 of the Employee Handbook each new or promoted employee shall be notified of his or her probationary status, and unless other law, regulation or valid contract states otherwise (as in the case of existing merit employees), and at the end of 360 days and satisfactory evaluation by the Supervisor, Police Chief and Mayor, and should the performance evaluation be unsatisfactory, the Police Chief and Mayor may extend the probation period for an additional 360 days; and

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the hiring of Ms. Thompson-Scott as a full-time employee effective April 21, 2021; and

BE IT FURTHER RESOLVED, that said Clerk's salary shall be paid from line item 7055 Salary from the FY2021 Budget; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage.

PASSED this 21st day of April 2021.

APPROVED: By Resolution of the Town Council of the Town of Forest Heights, Maryland

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

Town of Forest Heights

Resolution 11-21

TOWN OF FOREST HEIGHTS
RESOLUTION 11-21

I HEREBY CERTIFY that the above Resolution No. 11-21 was passed by the required yea and nay vote of the Mayor and Council of Forest Heights on the 21st day of April 2021.

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS

Sherletta Hawkins, Town Clerk

By: _____ (Seal)
Habeeb-Ullah Muhammad, Mayor

By: _____ (Seal)
Calvin Washington, Council President

Sherletta Hawkins, Town Clerk

RESOLUTION 12-21
THE TOWN OF FOREST HEIGHTS

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT ON BEHALF OF THE TOWN OF FOREST HEIGHTS TO CONSULT WITH A LOCAL FIRM REGARDING REROUTING AND INSTALLATION OF ELECTRICAL SERVICE FOR THE TOWN'S MAINTENANCE GARAGE LOCATED ON PARCEL A, AND GENERALLY RELATED TO PROFESSIONAL SERVICES

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, on March 1, 2021, the Town Council approved Resolution 06-2021, as amended, thereby approving the proposals for the three (3) contracts regarding 606 Modoc Lane to construct a police or public safety building; and

WHEREAS, the Mayor and Council further have the power pursuant to Section 33-83 of the Town Charter to do whatever may be necessary to protect Town property and to keep all Town property in good condition; and

WHEREAS, the Charter, Section 33-63 further permits the Council to forego the competitive bidding process in order to negotiate professional services contracts with a licensed professional expert; and

WHEREAS, Leon Electrical Consultants, Inc. of Clinton, Maryland has tendered a proposed contract dated March 4, 2021 for an electrical project associated with the new police department building underway at 606 Modoc Lane whereby Mr. Leon Williams, a Maryland Statewide Master Electrician (DLLR Reg. # 14210) has surveyed the site as of March 4, 2021 and offered a plan that would alleviate the Town from having to engage PEPCO for underground electrical work and excavating within the improved portion of the Town's street; and

WHEREAS, the Mayor and Council have provided within the Fiscal Year 2021 Budget of the Town a capital improvements project line item numbered _____ and further entitled: _____ in the amount of \$ _____ that was approved as part of the FY '21 Budget and that may be utilized as an appropriation to fund this project; and

WHEREAS, the Mayor and Council find that it is in the best interest of the Town to move forward with the project described herein by retaining the services of the consultant and master electrician named herein.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland hereby authorizes the Mayor to enter into a professional services agreement with Leon Electrical Consultants, Inc. for services stated therein pursuant to the conditions and terms stated in the Contract attached hereto and incorporated herein by reference.

RESOLUTION 12-21
THE TOWN OF FOREST HEIGHTS

AND BE IT FURTHER RESOLVED that a contract in the amount not to exceed \$ 15,500.00 to provide electrical consulting and installation services to install a new 200-amp overhead service for the Town's maintenance garage shall be authorized from line item **8038** of the FY2021 Budget.

AND BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to enter into a written contract with the consultant on behalf of the Town.

AND BE IT FURTHER RESOLVED, that prior to the Mayor signing the approved proposal or contract the authorized representative of said company or firm shall, unless exempted by the Governor's Executive Orders extending the period of licensures and required filings due to a declared public health emergency, provide a certificate of good standing and proof of insurance indemnifying the Town, to the satisfaction of the Town Administrator, and that the Contractor shall agree by signing a release and waiver that it will provide and maintain at all times during the term of this agreement, or any other contract it has with the Town, such insurance coverage (Commercial General Liability, Business Automobile Liability, and Workers' Compensation) to adequately protect the Town or as otherwise required by law and that the Contractor shall cover any claim that may arise while engaged in work under any agreement with the Town;

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution;

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of April 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD	_____
KENNEDY II	_____
NOBLE	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
ATKINSON	_____

**RESOLUTION 12-21
THE TOWN OF FOREST HEIGHTS**

ATTEST:

THE TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of April 2021 with ____ Aye votes and ____ Nay vote the aforesaid Resolution __-21 passed.

Sherletta Hawkins, Town Clerk

Exhibit A - (Contract/Proposal of Leon Electrical Consultants, Inc. dated 3/4/21).

Leon Electrical Consultants, Inc.

8518 Temple Hills Rd
Clinton Maryland 20735
301-792-6111
Fax 301-292-5910
e-mail: dolbaby31@verizon.net

Contract

March 4, 2021

Forest Heights Police Department
606-Modoc Lane
National Harbor Md 20745

Leon Electrical will install new 200-amp service to the maintenance garage with an overhead service. All work will meet all local electrical codes. All work will carry a one year warranty on all parts not

Scope of work:

1. Install 150 ft of triplex 4/0 cable in the air over head service.
2. Remove and disconnect old service house.
3. Bug the new service in trough
4. Set 1-18 ft 4x4 post for new cable
5. Install 2- new service masks on each building main building and garage.
6. 1- Electrical permit
7. 1- Bucket Truck

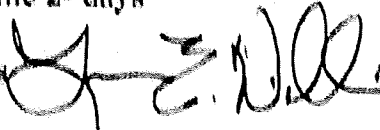
Total cost for project \$15,500.00

Payment as followed \$8,000.00 down

Balance on completion \$7,500.00

Completion time 2- days

Leon Williams



THE TOWN OF FOREST HEIGHTS
RESOLUTION 13-21

**A RESOLUTION TO APPROVE AND SUPPORT THE MIXED-USE DEVELOPMENT
OF PROPERTY LOCATED WITHIN AND ABUTTING THE CORPORATE LIMITS
OF THE TOWN OF FOREST HEIGHTS KNOWN AS NATIONAL VIEW**

Introduced By: Councilman Jonathon Kennedy II

WHEREAS, Harbor View LLC (the “Developer”) has purchased the Butler and the Habib Foundation properties south of Cree Drive along with other properties and wishes to develop the land in cooperation of the Town to obtain the necessary land use approvals from M-NCPPC and the County; and

WHEREAS, the development area is approximately ten (10) acres of land located inside the Town and ten (10) acres located outside of the Town including the Butler parcels and an SHA parcel near Beltway and Bald Eagle Dr.; and

WHEREAS, the rezoning application for National View (A-10055) proposes the rezoning of the subject properties from R-55 and R-R to M-X-T for the development of residential, retail, commercial, and medical uses, and the applicant is proposing 1,500-1,700 multi-family units (of which 600 may be dedicated to affordable senior and workforce housing), four assisted living buildings, 200,000 square feet of retail/commercial/office space (upscale dining options, and a hotel, all with spectacular water views), a 50,000 square-foot medical building, and a 3,000 square-foot police substation; and

WHEREAS, according to the Developer, National View, formerly known as “Harbor View,” will be located proximately near National Harbor, one of the County's designated Regional Transit Districts, and will promote higher density by capitalizing on existing transportation networks, and continuing a trend of mixed-use development already taking shape in the area; and

WHEREAS, the Mayor and Council find that the Town of Forest Heights seeks to correct the imbalance between residential and commercial development, and conservative estimates indicate that the Town could realize approximately \$3M annually in additional tax revenue from National View, and the development will also feature a police substation to accommodate the growing needs of the Town's police force and transition to 24-hour operations; and

WHEREAS, the Developer has requested that the Town cooperate and show support in the form of the following activities and other expressions of support: (i) provide a letter of support executed by the Mayor in supporting M-X-T rezoning of the Development Site, (ii) express support to the County Council and/or Planning Board to initiate a resolution commencing a minor amendment to the area sector plan incorporating the Butler portion of the Development Site, and (iii) express support for a resolution supporting the Rezoning and request the County Council to initiate a minor map amendment process, and (iv) permit its authorized officials and spokespersons

THE TOWN OF FOREST HEIGHTS
RESOLUTION 13-21

to submit testimony regarding the Town Government's support for the project to land use officials and bodies at the County and M-NCPPC level; and

WHEREAS, the Mayor and Council have conducted several presentations at open meetings on the proposed project by Petra Development including a Public Forum on the Harbor View held on February 24, 2021; and

WHEREAS, the Town's Sustainable Plan mirrors many of the development and redevelopment concepts and infrastructure improvements contained in the Sector Plan, which the Town recognizes is in need of updates to allow the Town to more effectively take advantage of an opportunity that has been presented which will greatly enhance the lives of Town residents, bring much-needed services, amenities, retail and commercial options to our Town residents; and

WHEREAS, the Mayor and Council find that the developer shares the Town's vision regarding creating true sustainable communities and the development plans reflect responsible initiatives to implement green techniques, such as vegetative green roofs, community gardens, and use of pervious materials where appropriate, and they also understand the importance of health and wellness and are implementing and connecting walking trails and other amenities to advance the health of residents who will live, work and play there, and residents will be able to walk safely from this development site along a connecting trail that leads across the Beltway to the National Harbor and beyond; and

WHEREAS, the Mayor and Council further find that support for this project will be beneficial for the Town for the following reasons: (i) our Towns' relative lack of an economic base has been a Smart Growth barrier, (ii) Granting this rezoning will allow the Town to broaden its tax base, and the development of these properties is crucial to this effort, (iii) the proposed development will result in a necessary increase in the Town's housing options, attracting the kind of commercial and retail business that the Town seeks for its residents, sit down restaurants and upscale brand name retailers within the Town limits, want our seniors to be able to "age in place" so it will not be necessary for them to leave the community as the aging process progresses; and

WHEREAS, a hearing scheduled for this project before the County Zoning Hearing Examiner has been continued until March 24, 2021 at 9:30 a.m. entitled as A-10055 Harbor View, LLC, Application of Harbor View Development, LLC/ Petra Development/National View requesting a Zoning Map Amendment to rezone abutting properties (known as the Butler and Habib properties) of approximately 20.1+/- acres of land in the R-R (Rural Residential) and R-55 (One-Family Detached Residential) Zones to the M-X-T (Mixed Use-Transportation Oriented) Zone to provide a high-density mixed use development to be known as National View.

NOW THEREFORE BE IT RESOLVED, by the Mayor and the Town Council of the Town of Forrest Heights, supports the rezoning of the subject properties from R-55 and R-R to M-X-T for the development of residential, retail, commercial, and medical uses proposed by the

THE TOWN OF FOREST HEIGHTS
RESOLUTION 13-21

Developer and hereby consents to and supports the approval of the proposed Development, the boundaries of which shall include such portions of land located within the boundaries of the Town along with other parcels or lots located outside the current corporate boundaries of the Town.

AND BE IT FURTHER RESOLVED, that the Mayor and her designees are further authorized to serve as spokespersons for the Town and provide written or oral testimony to public agencies, planning entities and other organizations and to the press or public regarding the Town's positions regarding the Project as expressed, supported and intended by this Resolution provided that any official correspondence is regularly shared and/or reported to the Council at its regular and special meetings.

AND BE IT FURTHER RESOLVED, that the Mayor and staff shall cause to be dedicated or created a centralized Town webpage page or pages on the Town's website (<https://forestheightsmd.gov/>) to the Town's monitoring, meeting announcements, plans, agreements, testimony, press releases, official positions and reporting of activities related to this Project so that the Townspeople may ready view information of interest and concern and so that the public may be informed of the various land use and municipal decisions involved in the Project.

AND BE IT FURTHER RESOLVED, that the Mayor and her designees are hereby instructed to continue and finish negotiations forthwith so that the parties may enter into a pre-annexation agreement for review and approval by this governing body prior to the conceptual plan review phase of the Project.

AND BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ____ day of April 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

THE TOWN OF FOREST HEIGHTS
RESOLUTION 13-21

ATKINSON _____

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Mayor Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of April 2021 with _____ Aye votes and _____ Nay votes the aforesaid Resolution __-21 passed.

Sherletta Hawkins, Town Clerk

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 14-21**

**A RESOLUTION TO PARTICIPATE IN THE ADULT MOSQUITO CONTROL PROGRAM
2021 WITH THE MARYLAND DEPARTMENT OF AGRICULTURE**

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, In the interest of our health, safety and welfare, Forest Heights is in need of having the Town sprayed for the Adult Mosquito Program; and

WHEREAS, Forest Heights has participated in the Mosquito Control Program in the past with funding assistance from the County however, Prince George's County no longer provides funding to participate in this program; and

WHEREAS, the Town will need to pay \$1,400.00 from the Budget line item 7095 to cover the cost of the adult mosquito control work for this season FY2021;

NOW THEREFORE, BE IT RESLOVED that the Mayor and the Town Council of the Town of Forest Heights, Maryland hereby agree to the participation in the Mosquito Control Program for 2021 with the Maryland Department of Agriculture at the cost of \$1,400.00 and, to allow the Department of Public Works Director to act as the Community Representative.

AND BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage.

PASSED this ____ day of April, 2021

APPROVED:

Habeeb-Ullah Huhammad
Mayor

Calvin Washington, Council President
Councilman, Ward II

ATTEST:

Sherletta Hawkins, Town Clerk



Maryland Department of Agriculture

Office of Plant Industries and Pest Management

Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor
Joseph Bartenfelder, Secretary
Julianne A. Oberg, Deputy Secretary

MAR 11 2021 /hV

Agriculture | Maryland's Leading Industry

Mosquito Control

The Wayne A. Cawley, Jr. Building
50 Harry S. Truman Parkway
Annapolis, Maryland 21401
www.mda.maryland.gov

410.841.5870 · Baltimore/Washington
410.841.5835 · Fax
800.492.5590 · Toll Free

March 8, 2021

Larry Vaughn
5508 Arapahoe Dr.
Forest Heights, MD 20745

RE: Forest Heights, Town of

Dear Larry Vaughn,

The Maryland Department of Agriculture (MDA), Mosquito Control Section, is in the process of planning mosquito control activities for this summer. The Department provides funds to support this work with appropriations approved by the Maryland Legislature. It is important that your City/Community begin planning at an early date if you wish to participate in organized mosquito control this year. As in the past, participation by your City/Community must be sponsored through your County government.

To better serve the residents of Prince George's County, the State and Prince George's County will jointly fund 100% of the cost of the larvicide program. Your community will automatically be part of the larvicide program at no cost to the community. However, the County and State no longer provide any funding for the adult mosquito control program. Therefore, if your community wishes to participate in the spray program, the community will be responsible for 100% of the cost of the program.

MDA will continue to emphasize modern pest management principles in our mosquito control programs. Abatement efforts will include major emphasis on control at the source (larviciding), whenever possible. Property owners are encouraged to remove any unnecessary water holding containers.

Adulticiding will begin May 26, 2021 and run through September 28, 2021. Spraying for adult mosquitoes will be based on results from standardized surveillance methods and complaints received. Our surveillance threshold is 3 female mosquitoes in 2 minutes in a landing rate count, or 24 female mosquitoes in a baited light trap. This may influence the amount of spraying that is conducted for adult mosquitoes. However, due to variable weather conditions and other factors, we cannot guarantee that surveillance or spraying will be conducted during any given week, even if we receive community complaints. Complaint areas should be forwarded to our office on a regular basis. Please provide the following information for each complaint: name, address, problem area, time of day when mosquitoes are the worst, and any area of stagnant water in their vicinity. In addition to reporting complaints about adult mosquito problems, you should report sites of suspected or known mosquito breeding on public property. Complaints may be faxed to (301) 422-0502 or emailed to: skeetermd1.mda@maryland.gov. Our online complaint system can be found at:
<http://www.doit.state.md.us/selectsurvey/TakeSurvey.aspx?SurveyID=740K154>

There has been a surge in the urban mosquito population due to the introduction of the Asian tiger mosquito (ATM). The ATM displays a strong preference for breeding in small, manmade containers such as flower pots, trash cans, tires, buckets, etc. The ATM does not breed in wetlands or waterways. With its breeding habits and a very short flight range of less than a quarter mile, the source of an ATM problem can typically be found in one's

Mosquito Control Office-College Park
8071 Greenmead Drive
College Park, MD 20740
(301) 422-5080

backyard. Its association with human habitation and persistent daytime biting make the ATM a particularly troubling mosquito in urban and suburban settings. Program staff can assist residents by identifying actual ATM breeding containers, but it is the resident's responsibility to use this information to locate and eliminate additional breeding sites on their property. Individuals, communities and businesses are strongly urged to take a proactive stance in the fight against the Asian tiger mosquito.

Enclosed are the community application (1 page) and a form that you will use to notify appropriate County officials and the Maryland Department of Agriculture of your participation. Please complete them in their entirety.

Please pay particular attention to the following:

1. The amount of funds (100%), representing your community's appropriation, should be entered on the attached Community Application on the line titled *Community Appropriation Amount*. **If an appropriation amount is not entered on the form, mosquito control work may be delayed until the form is corrected.** To adequately cover the cost of adult mosquito control work this season, the suggested community appropriation is \$1400.00.
2. Print the name and complete address of the person signing the request. The person signing the form should be the Mayor, President of the Civic Association, or the community contact. By signing, you acknowledge that all community members will be notified by you of participation in the spray program. Specify the method(s) that will be used to accomplish this (i.e.: email, community website, mail, phone, etc).
4. **Do not send a check with your request.** Community costs will be billed at the end of the season.
5. In order to ensure your community's participation in this year's program; your completed application must be received before **May 7th**. If we receive the application later than this date, you will be put on a waiting list.
6. **In the event of unscheduled spray activities in your community, our office will notify you via email. On the enclosed application, be sure to provide the email address for the point of contact (on page 1) who will be responsible for notifying the members of your community of the unscheduled spray.**

Please read all the enclosed materials about the mosquito control program. It is your responsibility to notify your citizens about the program and what is being done in their area. Should you have any questions, please call (301) 422-5080.

Sincerely,



Omari Bernett
Ag Inspector Supervisor

OAB/slk
Enclosures

COMMUNITY APPLICATION FOR ADULT MOSQUITO CONTROL
Prince George's County - Season 2021

The community of Forest Heights, MD, located in Prince George's County, applies to be included in the cooperative mosquito control program for the 2021 season. **The undersigned community representative agrees to notify all community members of the community's participation in the mosquito control program, Mosquito Control Program Information, Policy on Objection to Adult Mosquito Control Services, and the night of the week they may be sprayed.** (The community will provide a copy of the exemption policy and form to those desiring to be excluded from the ULV spray program.) The community agrees to allow access by MDA personnel to conduct mosquito control activities¹. The community agrees to assist mosquito control efforts by promoting good land use planning and community clean-ups to reduce areas of stagnant water that provide habitat for larval mosquitoes.

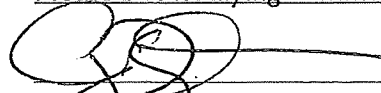
Community Appropriation Amount
(See letter for suggested appropriation)

\$ 1,400.00

Community Representative

Name: Larry Vaughn
Address: 5508 Arapahoe Dr
City: Forest Heights Zip Code: 20745
Phone: 301-839-1030
E-mail: ldvaughn@forestheightsmd.gov

Method of notifying community: News letter



Signature (Community Representative)
I have read and understand the Mosquito Control Program Information and the Adult Mosquito Control Objection Policy. I will inform all residents of these Policies by using the method I have indicated above

Please Choose One:

- ☒ Attached is a map of your community on which the boundaries and all roads to be included in the spray program have been clearly marked.
- ☐ A community map is on file with the mosquito control office from the 2020 season and the community boundaries have not changed.

*****In the event of unscheduled spray activities in your community, our office will notify you via email. On the line below, please provide the email address for the point of contact responsible for notifying the members of your community that may be impacted.*****

Email Address

¹For information on mosquito control activities please refer to the attached "Mosquito Control Program Information" or visit our website http://mda.maryland.gov/plants-pests/Pages/mosquito_control.aspx

MUTUAL EXCLUSION CLAUSE: This agreement can be ended by either MDA or the above named community at any time.

<IMPORTANT - SEE OTHER SIDE>

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 15-21**

**A RESOLUTION FOR THE ADOPTION OF AN AMENDMENT TO THE TOWN'S
EMPLOYEE HANDBOOK REGARDING COMPENSATORY TIME FOR EXEMPT
EMPLOYEES**

Introduced by: Mayor Muhammad

WHEREAS, pursuant to Section 33–69 of the Town Charter, the compensation of all officers (except the Mayor and Councilmen, which is established by ordinance) and employees of the Town shall be set from time to time by a resolution passed by the Council; and

WHEREAS, pursuant to Section 2.3 of the Town Ordinance Code, the Town Council is authorized and empowered to provide the employees of the Town with benefits, including, but not limited to, death benefits, surgical, hospitalization and other sick benefits, under group insurance plans or otherwise; and

WHEREAS, the U.S. Department of Labor (DOL) describes compensatory time, or "comp time," as paid time off the job that is earned and accrued by an employee instead of immediate cash payment for working overtime hours, and although compensatory time off for nonexempt employees is an acceptable practice in the public sector, the DOL does not permit its use for nonexempt employees in private-sector employment; and

WHEREAS, under the Fair Labor Standards Act (FLSA), an exempt (salaried) employee is not entitled to overtime pay or compensatory overtime, but a town or city may, under its own personnel policies, treat employees who would otherwise be exempt employees under the FLSA as non-exempt employees for the purposes of awarding compensatory time; and

WHEREAS, pursuant to Section 20.4(g)(1) of the Town Ordinance Code, compensatory time is not budgeted nor is it authorized for payment, except by resolution of Council, and all compensatory time (for nonexempt employees) shall be agreed upon in writing by the employer and employee; and

WHEREAS, compensatory time is not defined under the Town of Forest Heights' Personnel Handbook and under Section 3.80 of the Town's Personnel Handbook, all exempt employees shall not be entitled to overtime compensation; and

WHEREAS, pursuant to Section 2 of FHPD's General Order No. 2016-1 (Effective January 1, 2016), non-exempt police officers may select to be compensated with overtime or compensatory time for time worked in excess of 86-hours in a pay period, but the Chief must agree with this arrangement; and

<u>CAPITALS</u>	: Indicate matter added to existing law or policy
[Brackets]	: Indicate matter deleted from existing law or policy
Asterisks * * *	: Indicate that text is retained from existing law or policy but omitted herein.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 15-21**

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby adopts, ratifies and approves the following amendment to the Employee Handbook as originally adopted and approved by Resolution 65-12 on October 17, 2012, as amended:

* * *

3.80 OVERTIME COMPENSATION AND COMPENSATORY TIME

A. All non-exempt employees shall receive pay at one and one-half times their regular rate for each hour worked in excess of the employee's regularly scheduled 40-hour work week. Fifteen minutes before shift and fifteen minutes after shift will not be considered overtime.

B. Overtime requests must be approved in advance by the Financial Officer and the Chair of the Finance Committee in consultation with the Mayor.

C. EXCEPT AS OTHERWISE STATED IN THIS SECTION, [AH] ALL exempt employees shall not be entitled to overtime compensation, or holiday pay. Essential non-exempt employees required to work on a holiday will be paid double time.

D. Police Officers may be subject to differing policies regarding overtime pursuant to police directives.

E. COMPENSATORY TIME OFF FOR EXEMPT EMPLOYEES. EMPLOYEES WHO ARE EXEMPT FROM OVERTIME RECEIVE A SALARY THAT COMPENSATES THEM FOR ALL HOURS WORKED IN THE WORKWEEK. HOWEVER, THE TOWN ADMINISTRATOR MAY AUTHORIZE EXEMPT EMPLOYEES TO RECEIVE COMPENSATORY TIME OFF (COMP TIME) OR A LEAVE OF ABSENCE WITH PAY AT A RATE OF NOT LESS THAN ONE (1) HOUR FOR EACH EXCESS HOUR WORKED MORE THAN THE REGULAR WORK WEEK. ANY EXEMPT EMPLOYEE WITH ACCRUED COMPENSATORY TIME MAY USE THE COMPENSATORY TIME WITHIN A REASONABLE TIME OF THEIR REQUEST TO DO SO, PROVIDED THE REQUEST WILL NOT UNDULY DISRUPT THE OPERATION OF THEIR RESPECTIVE DEPARTMENT OR THE TOWN. AN EXEMPT EMPLOYEE MAY ACCRUE A MAXIMUM OF 20 HOURS OF COMPENSATORY TIME. UPON TERMINATION OF EMPLOYMENT, AN EXEMPT (SALARIED) EMPLOYEE WILL NOT BE PAID FOR ANY ACCRUED COMPENSATORY TIME.

* * *

<u>CAPITALS</u>	: Indicate matter added to existing law or policy
[Brackets]	: Indicate matter deleted from existing law or policy
Asterisks * * *	: Indicate that text is retained from existing law or policy but omitted herein.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 15-21**

AND BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its passage.

PASSED this ____ day of April 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

MANN

BARNES

HINES

WASHINGTON

NOBLE

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ of April 2021 with ____ Aye votes and ____ Nay vote the aforesaid Resolution __-21 passed.

Sherletta Hawkins, Town Clerk

CAPITALS

: Indicate matter added to existing law or policy

[Brackets]

: Indicate matter deleted from existing law or policy

Asterisks * * *

: Indicate that text is retained from existing law or policy but omitted herein.

The Town of Forest Heights

Resolution 15-21

Page 3

MAYOR AND TOWN COUNCIL
THE TOWN OF FOREST HEIGHTS

RESOLUTION 16-21

**A RESOLUTION TO SETFORTH AND ESTABLISH THE TOWN'S REAL
PROPERTY TAX RATE FOR FISCAL YEAR 2022**

Introduced by: TOWN COUNCIL

WHEREAS, pursuant to Section 33-44 of the Town Charter, the Mayor, on such date as the Council shall determine, but at least thirty-two days before the beginning of any fiscal year, shall submit a budget to the Council; and

WHEREAS, pursuant to Section 33-45 of the Town Charter, before adopting the budget the Council shall hold a public hearing thereon after two weeks' notice thereof in some newspaper or newspapers having general circulation within the municipality; and

WHEREAS, pursuant to Section 33-51 of the Town Charter all real property and all tangible personal property within the corporate limits of the Town, or personal (business) property which may have a situs there by reason of the residence of the owner therein, shall be subject to taxation for municipal purposes, and the assessment used shall be the same as that for State and County taxes; and

WHEREAS, pursuant to Section 33-52 of the Town Charter, from the effective date of the budget, the amount stated therein as the amount to be raised by the property tax shall constitute a determination of the amount of the tax levy in the corresponding tax year; and

WHEREAS, the current Real Property Tax Rate for the Town of Forest Heights was set at \$.5269 per \$100 of assessment effective July 1, 2020; and

WHEREAS, according to the State Department of Assessments and Taxation, the Town's real property assessable base will increase for Fiscal Year 2022 by 3.8%, from \$198,920,116 to \$206,487,788.

NOW THEREFORE BE IT RESOLVED that subject to the pending final approval of the FY 2022 Budget and annual tax levy to be stated therein, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$.____ per \$100 of assessment (for noncommercial real property);

MAYOR AND TOWN COUNCIL
THE TOWN OF FOREST HEIGHTS
RESOLUTION 16-21

NOW THEREFORE BE IT RESOLVED that SDAT has declared the Town exempt for FY 2022 from the requirements of the CYTR law regarding commercial real property; however subject to the pending final approval of the FY 2022 Budget, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$._____ per \$100 of assessment (for commercial real property);

NOW THEREFORE BE IT RESOLVED that the Town adopted a new class of Real Property which was established in FY 2020, Rented Residential, and has received no certification from SDAT but previously assessed at the noncommercial tax rate of \$.5269 per hundred, however subject to the pending final approval of the FY 2022 Budget, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to adopt and intends to establish a real property tax rate of \$._____ per \$100 of assessment (for rented residential real property).

AND BE IT FURTHER RESOLVED that this Resolution shall take effect July 1, 2021.

PASSED this ____ day of _____ 2021.

APPROVED:

By Order of the Town Council of

The Town of Forest Heights, Maryland

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

_____(SEAL)
Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

MAYOR AND TOWN COUNCIL
THE TOWN OF FOREST HEIGHTS
RESOLUTION 16-21

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of ____ 2021 this Resolution __ - 21 was enacted and approved with ____ Aye votes and ____ Nay votes.

Sherletta Hawkins, Town Clerk



Town of Forest Heights

5508 ARAPAHOE DRIVE
FOREST HEIGHTS, MARYLAND 20745-1998
(301) 839-1030 Fax (301) 839-9236

Habeeb-Ullah Muhammad
Mayor

MEMORANDUM

To: Mayor and Council

From: Leittia Vaughn, Treasurer

Date: April 1, 2021

Re: Fiscal Year 2022 Tax Rates

The following documentation which is related to the establishment of Fiscal Year 2022 tax rates is being provided for your review and discussion during the Work Session.

- 2021 Constant Yield Tax Rate Certification – Commercial Real Property
- Constant Yield Tax Rate Comparison – Commercial Real Property

The Town has been exempted from the tax hearing requirements for the establishment of the Commercial Real Property Tax Rate.

- 2021 Constant Yield Tax Rate Certification – Noncommercial Real Property
- Constant Yield Tax Rate Comparison – Noncommercial Real Property
- Constant Yield Tax Rate Comparison – Rented Residential Real Property (new)

The Maryland State Department of Assessments and Taxation (SDAT) did not provide a 2021 Certification separate from Noncommercial Real Property for the Rented Residential Property. The Rented Residential Real Property is the new class established in Fiscal Year 2020. The number used for comparative purposes is the assessable real property base provided by Prince Georges County Office of Treasury in the July 2020 Forest Heights Tax Verification Report.

A draft resolution to adopt the Fiscal Year 2022 tax rates is included in the Work Session packet for discussion. If the Council is interested in proposing a tax rate that is higher than the SDAT Constant Yield Rate for Noncommercial Real Property and Rented Residential Property, please advise me and a Tax Rate Hearing will be scheduled.

Constant Yield Tax Rate

The constant yield tax rate is calculated by the State of Maryland Department of Assessments and Taxation (SDAT) for each taxing authority in the State. It represents the real property tax rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year.

The Constant Yield Tax Rate to be adopted by the Council will either: increase, decrease or remain the same.

In Fiscal Year 2022, The Town will have 3 classes of Real Property:

- Commercial Real Property (Business)
- Noncommercial Real Property (Residential)
- Rented Residential Property

The Commercial Real Property (Business) has been classified as EXEMPT by the Maryland State Department of Assessments and Taxation; therefore the Constant Yield Tax Rate for Commercial Real Property can be established by the Council without a formal hearing. The Commercial Tax Rate was set at .6086 for FY 2021.

The Noncommercial Real Property (Residential) was set at \$.5269 for FY 2021. The Constant Yield Tax Rate certified by the Maryland State Department of Assessments and Taxation is \$.5076; this rate would ensure that the level of revenue would remain approximately the same from FY 2021 to FY 2022.

The class of Rented Residential Real Property did not receive a separate Constant Yield Tax Rate Certification. The rate for Rented Residential Real Property was set at \$.5269 for FY 2021. Having not received a separate certification from SDAT, the Constant Yield Tax Rate to be applied is \$.5076; this rate would ensure that the level of revenue would remain approximately the same from FY 2021 to FY 2022.

The Real Property Tax Revenue is to provide Town Services, for the support and function of the Administrative, Public Works, Police Department, social programs, town improvements and upkeep, street repairs and snow removal. The Police Department functions are additionally supported by revenue from the Speed Camera and grant money from the Governor's Office.



DEPARTMENT OF
ASSESSMENTS AND TAXATION

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Michael L. Higgs, Jr., Director

Date: February 14, 2021
To: All Municipal Taxing Authorities
From: Michael Higgs, Director
RE: 2021/22 Constant Yield Tax Rate – Instructions

The Department of Assessments and Taxation is charged with administering the Constant Yield Tax Rate law. The law is found in two separate sections of the Tax-Property Article, § 2-205 and § 6-308. The latter section contains the provisions that must be followed by taxing authorities. We are here to answer your questions and assist you in complying with this law.

Municipal corporations may set any tax rate for personal property without regard to the Constant Yield Tax Rate process. However, failure to comply with the Constant Yield Tax Rate law could have serious consequences for your jurisdiction.

Concept

The Constant Yield Tax Rate is calculated by the Department for each taxing authority in Maryland. It represents the Real Property Tax Rate for the coming tax year that will generate the same amount of revenue that was generated during the current tax year. As assessments increase, the Constant Yield Tax Rate decreases. Implicit in this concept is the idea that *a tax rate at or below the existing tax rate is a tax increase if it is higher than the constant yield tax rate*. When a taxing authority plans to impose a Real Property Tax Rate that is higher than the Constant Yield Tax Rate, it must advertise the tax increase and hold a public hearing. If the taxing authority plans to maintain its Real Property Tax Rate at the current level, but above the Constant Yield Tax Rate, it must be advertised and a hearing must be held.

For the upcoming tax year, the assessable base of some taxing authorities has decreased. Therefore, the Constant Yield Tax Rate for those jurisdictions will actually be higher than the Real Property Tax Rate for the current year. However, the legal requirements for adopting a tax rate above the Constant Yield Tax Rate remain the same. Accordingly, any taxing authority that is proposing a tax rate above the Constant Yield Tax Rate must comply with the enclosed instructions.

If the taxing authority plans to set a Real Property Tax Rate that is *equal to or less than* the Constant Yield Tax Rate, then the Constant Yield Tax Rate statute **does not** require a notice or a hearing.

Real Property Division
300 W. Preston St., Room 605, Baltimore, MD 21201
www.dat.maryland.gov
410-767-1199 (phone) 1-800-552-7724 (MD Relay)
410-333-7275 (fax) 1-888-246-5941 (toll free)



DEPARTMENT OF
ASSESSMENTS AND TAXATION

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Michael L. Higgs, Jr., Director

MEMORANDUM

Date: February 14, 2021
To: Municipal Corporation Taxing Authorities
From: Michael Higgs, Director
Re: 2021/22 Constant Yield Tax Rate – Exemption

Section 6-308 of the Tax-Property Article, Annotated Code of Maryland, requires the Department of Assessments and Taxation to certify to all taxing authorities a Constant Yield Tax Rate that will produce the same revenue in the coming taxable year that was produced in the prior taxable year. This does not prevent the reduction of the tax rate.

Section 2-205(d) states that:

"The Director shall exempt a municipal corporation from the constant yield tax rate provisions of § 6-308 of this article if a difference of less than \$25,000 exists between:

(1) The property tax revenue that is provided by applying the municipal corporation real property tax rate for the preceding taxable year to the estimated assessment of all real property in the municipal corporation; and

(2) The property tax revenue that is provided by applying the constant yield tax rate for the next taxable year to the estimated assessment of all real property in the municipal corporation."

This is to certify that your jurisdiction has been exempted from the provisions of § 6-308 of the Tax-Property Article.

Attached is Form CYTR #1 which shows your Constant Yield Tax Rate exemption and also includes an estimate of the assessable real property base for the 2021/22 taxable year.

If you have any questions, please contact Zachary Grisard at our Headquarters Office in Baltimore at (410) 767-6259.

Real Property Division

300 W. Preston St., Room 605, Baltimore, MD 21201

www.dat.maryland.gov

410-767-1199 (phone)

1-800-552-7724 (MD Relay)

410-333-7275 (fax)

1-888-246-5941 (toll free)

State of Maryland

Department of Assessments and Taxation

February 14, 2021

2021 Constant Yield Tax Rate Certification

Taxing authority: Forest Heights
Commercial Real Property

1	1-Jul-2020	Gross assessable real property base	\$	8,434,592
2	1-Jul-2020	Homestead Tax Credit	-	0
3	1-Jul-2020	Net assessable real property base		8,434,592
4	1-Jul-2020	Actual local tax rate (per \$100)	x	0.6086
5	1-Jul-2020	Potential revenue	\$	51,333
6	1-Jul-2021	Estimated assessable base	\$	8,733,356
7	1-Jan-2021	Half year new construction	-	0
8	1-Jul-2021	Estimated full year new construction*	-	0
9	1-Jul-2021	Estimated abatements and deletions**	-	0
10	1-Jul-2021	Net assessable real property base	\$	8,733,356

11	1-Jul-2020	Potential revenue	\$	51,333
12	1-Jul-2021	Net assessable real property base	÷	8,733,356
13	1-Jul-2021	Constant yield tax rate	\$	0.5878

EXEMPT

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2021, including Homestead Tax Credit.

Form CYTR #1

TOWN OF FOREST HEIGHTS

Constant Yield Tax Rate Comparison - Commercial Real Property: Projections for Fiscal Year 2022

State Department of Assessments and Taxation (SDAT) Certification

July 1, 2021 - Net assessable real property base:	\$8,733,356
July 1, 2021 - Constant yield tax rate:	<u>0.5878</u>
Potential Revenue (SDAT)	<u><u>\$51,333</u></u>

Current FY 2021 Commercial Property Tax Rate

July 1, 2021- Net assessable real property base:	\$8,733,356
FY 2021 - Commercial Property Tax Rate (current):	<u>0.6086</u>
Potential Revenue	<u><u>\$53,151</u></u>

An adoption to keep the current rate of 0.6086 would yield an approximate additional revenue of \$1,818.

Note: Town has been exempted from the tax hearing requirements for the establishment of the Commercial Real Property Tax Rate.

State of Maryland

Department of Assessments and Taxation

February 14, 2021

2021 Constant Yield Tax Rate Certification

Taxing authority: Forest Heights
Noncommercial Real Property

1	1-Jul-2020	Gross assessable real property base	\$	202,430,215
2	1-Jul-2020	Homestead Tax Credit	-	<u>3,510,099</u>
3	1-Jul-2020	Net assessable real property base		198,920,116
4	1-Jul-2020	Actual local tax rate (per \$100)	x	<u>0.5269</u>
5	1-Jul-2020	Potential revenue	\$	1,048,110
6	1-Jul-2021	Estimated assessable base	\$	209,600,544
7	1-Jan-2021	Half year new construction	-	138,100
8	1-Jul-2021	Estimated full year new construction*	-	0
9	1-Jul-2021	Estimated abatements and deletions**	-	<u><u>2,974,656</u></u>
10	1-Jul-2021	Net assessable real property base	\$	206,487,788

11	1-Jul-2020	Potential revenue	\$	1,048,110
12	1-Jul-2021	Net assessable real property base	÷	206,487,788
13	1-Jul-2021	Constant yield tax rate	\$	<u>0.5076</u>

Certified by



Director

* Includes one-quarter year new construction where applicable.

**Actual + estimated as of July 1, 2021, including Homestead Tax Credit.

Form CYTR #1

TOWN OF FOREST HEIGHTS

**Constant Yield Tax Rate Comparison - Noncommercial Real Property:
Projections for Fiscal Year 2022**

State Department of Assessments and Taxation (SDAT) Certification

July 1, 2021 - Net assessable real property base:	\$206,487,788
Less: Projected assessable Rented Residential Real Property	<u>-\$18,654,598</u>
Adjusted Net assessable real property base:	\$187,833,190 *
July 1, 2021 - Constant yield tax rate:	<u>0.5076</u>
Potential Revenue (SDAT)	<u><u>\$953,441</u></u>

Current FY 2021 Noncommercial Property Tax Rate

July 1, 2021 - Adjusted Net Noncommercial assessable real property base:	\$187,833,190 *
FY 2021 - Constant yield tax rate (current):	<u>0.5269</u>
Potential Revenue	<u><u>\$989,693</u></u>

An adoption to keep the current rate of 0.5269 would yield an approximate additional revenue of \$36,252.00.

* The Net assessable real property tax base for Noncommercial Property has been adjusted to reflect the transfer of Rented Residential Property to the new tax class established by Ordinance 04-18.

TOWN OF FOREST HEIGHTS

Constant Yield Tax Rate Comparison

Projections for Fiscal Year 2022 - Rented Residential Real Property:

Projected assessable Rented Residential Real Property

July 1, 2021 - Adjusted Net Rented Residential assessable real property base:	\$18,654,598 *
July 1, 2021 - Constant yield tax rate:	<u>0.5076</u>
Potential Revenue (SDAT)	<u><u>\$94,691</u></u>

Projection - Current FY 2021 Rented Residential Property Tax Rate

July 1, 2021 - Adjusted Net assessable real property base:	\$18,654,598 *
FY 2021 - Constant yield tax rate (current):	<u>0.5269</u>
Potential Revenue	<u><u>\$98,291</u></u>

An adoption to keep the current rate of 0.5269 would yield an approximate additional revenue of \$3,600.

* The Adjusted Net Rented Residential assessable real property base is reflective of the transfer of Rented Residential Property to the new tax class established by Ordinance 04-18. This number is estimated based on the prior year property values with an allowance for the increase in the number of homes rented.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 17-21**

**A RESOLUTION TO PURCHASE (3) POLICE VEHICLES AND EQUIPMENT
TO REPLACE 3 POLICE VEHICLES THAT ARE NO LONGER SERVICEABLE**

Introduced by: Councilman Calvin Washington

WHEREAS, the Town Charter, § 33-63(f) authorizes the Town to forego the normal procurement process through cooperative purchasing in certain cases where another government entity has already made a competitive purchase of said item and therefore the Mayor and Council may, without soliciting bids, purchase the item in question at the bid price from the successful bidder, if the Mayor and Council determines that the bid price is competitive, and

WHEREAS, the Town Charter, § 33-63(g) further authorizes the Mayor and Council by a two-thirds vote to waive the competitive bidding requirements of said Charter section for good cause shown for sole source procurements of unique products and services, and that written findings as to the basis of such waiver shall be placed in the journal of the Council's proceedings, and

WHEREAS, the Town Ordinance Code, § 20.4(a)(6) states that upon written findings entered into the journal, the Mayor and Council may exempt the purchase of a good or service from competitive selection processes when the purchase qualifies as a sole source procurement as a result of several circumstances including: One vendor is the only one qualified or eligible or is quite obviously the most qualified or eligible to provide the good or service or the procurement is of such a specialized nature or related to a specific geographic location that only a single source, by virtue of experience, expertise, proximity, or ownership of intellectual property rights, and could most satisfactorily provide the good or service, and

WHEREAS, the Council finds that it is prudent and necessary to purchase three (3) 2021 Ford Police Interceptor Utility vehicles as replacement for the 2011 Chevrolet Impala with 176,000 miles, 2008 Ford Police Interceptor with 106,000 miles and the 2014 Ford Police Interceptor Sedan which was totaled in a traffic collision, and

WHEREAS, the Mayor and Council desire to purchase three (3) replacement police vehicles from Chapman Auto Group 1100 Easton Road, Horsham 190044 through the 911Leasing.com Finance Company, 432A Frye Farm Road Greensburg, PA 15601 at the amount of \$100,020.00. Other municipalities have purchased items from Chapman Auto Group, and as such, is hereby considered to be quite obviously the most qualified or eligible vendor to provide the good or service and/or the procurement is of such a specialized nature or related to a specific geographic location that only a single source is reasonably available, by virtue of experience, expertise, and proximity, and

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 17-21**

WHEREAS, the Mayor and Council desire to use Dana Public Safety 7337 Lockport Place Lorton, VA 22079, as a vendor to purchase and install all equipment at a price not to exceed \$35,429.62, and

WHEREAS, the Mayor and Council desire enter into a five-year contract with Axon Enterprises Inc for in-car cameras, body cameras, taser, and unlimited storage and to make year one of five payment (\$37,859.00) with a total price over 5 years \$286,367.10, and

WHEREAS, the Town insurance company Local Government Insurance and Trust (LGIT) has issued a check for the 2014 Ford Police Interceptor Sedan that was totaled in the amount of \$14,250.00, and

WHEREAS, the Treasurer has certified that the funds are available under line item 7201 (\$14,250.00) and 7413 (\$6,374.53) and it has been verified that the Chapman Auto Group is a unique provider has made government sales, and the procurement is for items of a specialized nature in accordance with Section 20.4(a)(6) of the Ordinance Code for the Town of Forest Heights.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes the Chief of Police or his designee to enter into a finance agreement with 911 Leasing.com to lease/purchase three police vehicles from Chapman Auto Group and the installation of all equipment by Dana Public Safety, for a price not to exceed \$ \$206,245.32 with 10% down (\$20,624.53) and payments to start April 1, 2022.

This transaction will proceed as further described herein and in the above recitals which are incorporated by reference herein.

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this ____ day of April 2021.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 17-21**

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
KENNEDY II	_____
MANN	_____
BARNES	_____
HINES	_____
WASHINGTON	_____
NOBLE	_____

ATTEST:

THE MAYOR AND COUNCIL OF THE
TOWN OF FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

5-YEAR QUOTE SUMMARY

Forest Heights Police Department

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 1-800-978-2737
3/24/2021

Main Contact:

Matthew Dearing
mdearing@axon.com
480-681-0757





Forest Heights Police Department Quote Summary

Keeping your community safer and saving critical budget by bundling our products and services. This program provides your agency with next-generation devices and software, delivering seamless integration, and budget predictability.

Hardware:

- (15) Body 3 Cameras delivered in year 1
- (2) Docks Delivered in year 1
- (15) Taser 7 handles delivered in year 1. Taser dock included
- Cartridge replacement plan for each officer included in the bundle
- (12) Fleet 3 Camera systems delivered in year 1 (front and rear facing cameras)
- (12) Cradlepoint IBR 900-1200 routers in year 1
- All cables, mounts, antennas, and power cords included

Software & Services:

- (15) Professional licenses
- Axon Capture for every officer (logging Video, Photo and Audio evidence through the axon portal and not on their phone)
- GPS tagging and push notifications to command staff for officer safety with body-worn cameras
- Included Redaction Tools: Skin Blur, Motion Tracking, Manual
- Multi-Cam Playback for each user
- Axon Evidence licenses for each Fleet vehicle
- Fleet Dashboard licenses included for each vehicle
- ALPR system built into your cameras on every vehicle. Access for all officers using the system.
- Live streaming capabilities for in-car and BWC via Respond. Real time alerts to command staff for officer safety with in-car cameras.
- Continuous firmware updates
- Unlimited Body-Worn Camera and Fleet (in-car) storage.
- AutoTagging/CAD integration for your department to automatically categorize retention periods

Warranties & Services:

Automatic refresh on camera units in the final year of the contract. This minimizes the chances of a vehicle going down and includes warranties throughout the life of the contract at no additional cost. This ensures your agency is protected now and in the future.

- Warranty coverage on Tasers, in-car cameras, and BWC cameras throughout the contract.
- Ability to advance replace lost, stolen, or damaged cameras at no cost to the agency
- Full in-car installation by our Professional Services team for Fleet 3 in year 1 which includes officer training on the Fleet Dashboard application
- (12) of the latest in-car cameras in year 5
- (15) of the latest BWC cameras in year 2.5
- (15) of the latest BWC cameras in year 5
- All new docking stations, mounts, and cables for each BWC refresh

AXON BODY 3



LAW ENFORCEMENT'S #1 CAMERA, NOW WITH REAL-TIME TECHNOLOGY

Clearer Evidence | Real-Time Awareness | AI-Powered Workflows

Axon Body 3 isn't just a camera: it's a rugged communications beacon front-and-center on every call. Featuring our new Axon Respond for Devices technology and an LTE connection that enables real-time features like live maps of officer location, Body 3 empowers officers with more support in the moment. Coupled with enhanced low-light performance and reduced motion blur, that means clearer evidence in the now, more efficient AI-powered processes after the fact, and most importantly, safer communities in the long run.

FEATURES AND BENEFITS

IMPROVED VIDEO QUALITY

With video evidence, image quality is everything. Axon Body 3's reduced motion blur and improved low-light performance enable you to better see the truth at any moment.

MULTI-MIC AUDIO

Featuring multiple microphones, wind noise reduction and other advancements, Axon Body 3 lets you play back crystal-clear audio for a better sense of what happened at the scene.

HANDSFREE ACTIVATION & ALERTS*

Axon Body 3 can send real-time alerts, like when a weapon is deployed, allowing your agency to act fast during critical situations.

LIVE MAPS*

See officers' location when recording within Axon Respond with GPS and Wi-Fi-positioning.

FEATURES AND BENEFITS CONTINUED

/ LIVE STREAMING*

Axon Body 3 can stream audio and video to Axon Respond, so officers and command staff can pull up a real-time view and act with greater awareness.

/ ON-DEVICE ENCRYPTION

Axon Body 3 features disk encryption.

/ FULL-SHIFT BATTERY

Axon Body 3 will last for 12 hours, so you can depend on it for your entire shift. You can even recharge it while the camera is on.

/ PRE-EVENT BUFFER

To help ensure key moments aren't missed, Axon Body 3 supports up to a two minute pre-event buffer with configurable audio.

/ SLEEK & RUGGED DESIGN

The camera hardware strikes the perfect balance between a clean and super-strong design that can survive even the harshest conditions.

/ SAFETY & USABILITY

The top display screen gives important information without distraction. And the front LED's brightness auto-adjusts to allow transparency with the community without compromising officer safety.

/ EXPANDING CAPABILITIES*

In the future, take advantage of new features like critical evidence offload, configurable location reporting, voice communications, geo-fenced actions and more.

WHAT IS AXON RESPOND FOR DEVICES?

Picture this: An officer is in a foot chase away from her vehicle, alone. She's heading into unfamiliar terrain fast. Both the suspect and the officer have drawn a weapon. It's life or death.

Thankfully, command staff back at HQ are with her every step of the way. They are alerted to the escalating situation when she withdraws her firearm, and instantly pull up a live map of where to send backup. And with her camera already recording, they can view her livestream to see how the event is unfolding. Thankfully, the suspect is successfully apprehended, and everyone is unharmed. That's Respond for Devices. With a combination of sensors, location services and an LTE connection, Respond brings new possibilities to keep officers safe.

SPECIFICATIONS

VIDEO RESOLUTION: 1080, 720H, 720L, 480

VIDEO FORMAT: MPEG-4

BATTERY LIFE: 12 hours

STORAGE: 64 GB

PRE-EVENT BUFFER: Configurable up to 120 sec.

IP RATING: IP67

US MILITARY STANDARD: MIL-STD-810G

DROP TEST: 6 feet

OPERATING TEMPERATURE: -20 C to 50 C

DISK ENCRYPTION: AES-XTS 128-bit

*Handsfree activation requires Axon Signal integration. Alerts, Live maps and Live streaming require Axon Aware purchase and activation. LTE is a registered trademark of Institut Européen des Normes; de Télécommunication.

▲ ▲ AXON, Axon, Axon Body 3, and Evidence.com are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.



Axon TAP - Technology Assurance Plan

WHAT IS TAP?

The Technology Assurance Plan (TAP) is a service plan that combines warranty coverage on your Axon body cameras with automatic refresh units every 2.5 years. Minimizing the chance that an officer goes on duty without a camera, TAP includes on-site spare units, as well as an extended warranty at no additional cost through the life of the agreement. TAP not only protects your agency today—it ensures it will stay protected in the future.

WHO USES TAP?

Over 2,500 proactive agencies have used TAP as a way to maintain their body camera program in the most cost-effective way possible. TAP is quickly becoming a favorite budget-planning tool, helping agencies replace equipment without having to find extra funding to do so. It enables you to buy essential technology as an operational line item rather than as a one-off capital expenditure. TAP allows you to focus on policing and provides certainty within your budget.

WHY USE TAP?

1. Free "No Questions Asked" warranty
2. Automatic refresh of Axon body camera and dock units every 2.5 years
3. On-site spares
4. Budget certainty

WANT TO LEARN MORE?

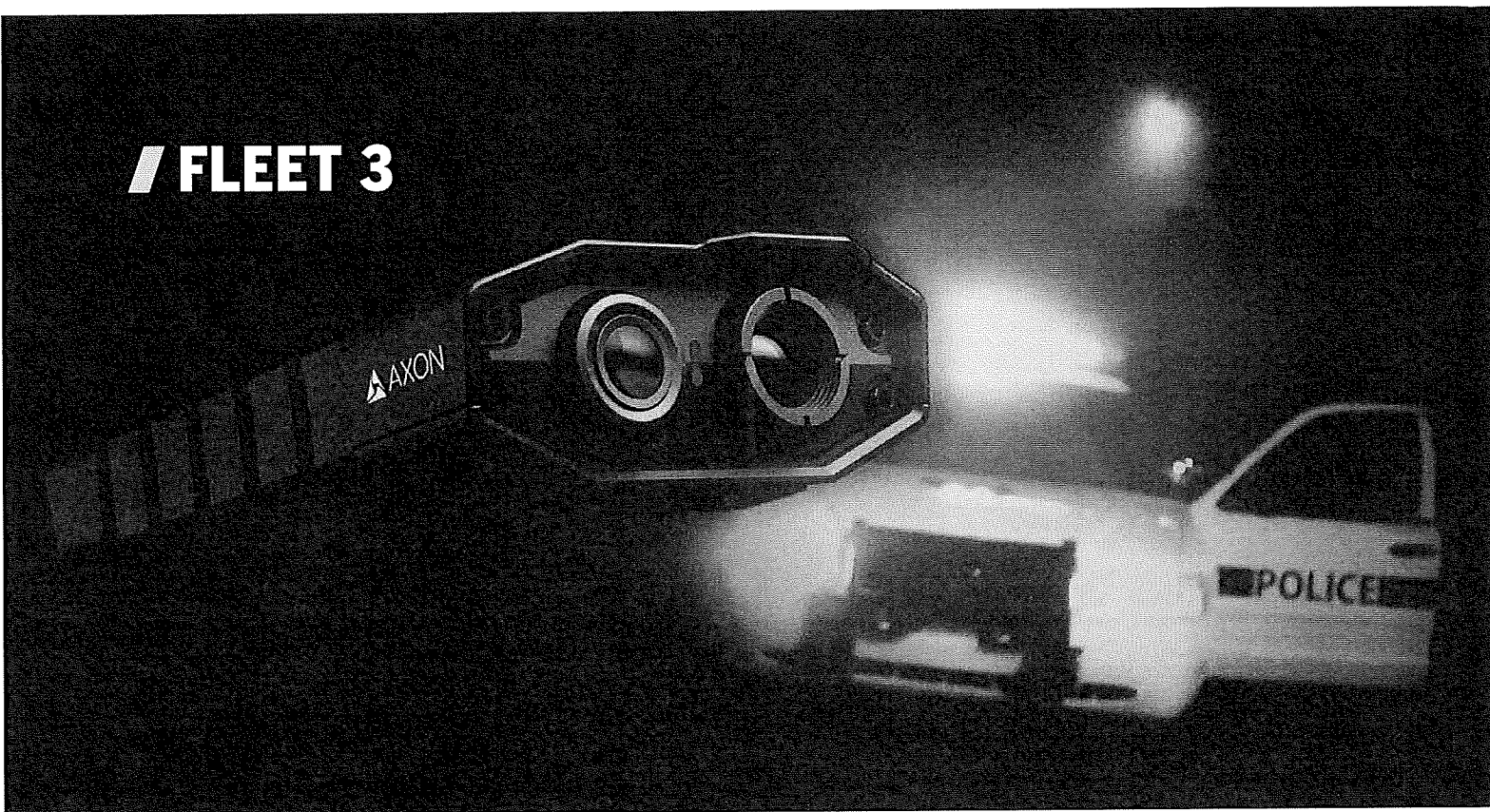
Contact your sales representative or visit [axon.com/tap](https://www.axon.com/tap)

"The Technology Assurance Plan has been a great benefit to our agency. Being able to only go through the budget process once for the products and services needed over the next 5 years creates exponential administrative savings. The TAP program is what I call a 'set it and forget it' system."

Everything needed for the program is covered for the 5-year period. No hidden fees or unexpected costs. If equipment breaks or fails, the TAP program kicks into action. Replacement equipment is quickly provided in order to keep your program running smoothly."

- Sgt. Tim White; Greenbelt

/ FLEET 3



DRIVE THE FUTURE WITH INNOVATIVE, INTEGRATED IN-CAR VIDEO

ALPR in every vehicle | Situational awareness with live streaming | Dual-View Camera

Instead of two independent vehicle camera systems for siloed ALPR and evidence capture, why not centralize powerful capabilities into one in-car video system? Meet Fleet 3. Yes, it records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It's a 3-in-1 that will change how you think about in-car solutions, all part of the Axon network.

FEATURES & BENEFITS

/ DUAL-VIEW CAMERA

Panoramic video camera captures clear video evidence, and 4k ALPR camera with edge AI processing covers 3 lanes of traffic

/ INTERIOR CAMERA

Capture from below occupant's knee to above their head, with color in well-lit conditions and infrared illumination for night view

/ ALPR HOTLIST ALERTS

Configurable MDC alerts help officers get notified about important plates without losing focus

/ LIVE STREAMING AND LOCATION UPDATES

Axon Aware technology enables leaders to receive alerts, and view vehicle location and live streams in real-time

/ FLEET HUB

Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location system. Footage is uploaded even without the MDC over LTE or Wi-Fi

/ FLEET DASHBOARD APP

One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom

FEATURES & BENEFITS CONTINUED

/ WIRELESS ACTIVATION

Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers

/ WIRELESS MIC

Capture clear audio up to 1,000 feet away from the vehicle with one or two Wireless Mics per vehicle

/ BWC PAIRING & UPLOAD

Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly

/ VIDEO RECALL

Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed

/ MULTI-CAM PLAYBACK

Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity

THE NEW IN-CAR EXPERIENCE

Officer J is on patrol, with ALPR active from the Dual-View Camera. He gets a stolen vehicle alert, and quickly confirms it via the Fleet Dashboard app. He flips on the lightbar, which starts the recording from the Dual-View Camera and his BWC.

The suspect begins speeding away, and Officer J does too. His supervisor receives an alert in Axon Aware and pulls up the live stream, with views from the front camera and BWC. The suspect parks and flees, but Officer J tracks him down and makes the arrest, with the supervisor having awareness the entire time. The Interior Camera begins recording once the rear door is opened. Later, Officer J reviews the video, and the footage is automatically uploaded to Axon Evidence from the Fleet 3 Hub. In Axon Evidence, authorized users view a synced playback of all video, including a tagged moment when the suspect tossed a baggie of drugs on the side of the road. Charges filed, case closed.

SPECIFICATIONS

DUAL-VIEW CAMERA: Up to 1080p resolution, 160° field-of-view (FOV) for evidence, 16:9 or 5:2 panoramic aspect ratio, 12x digital zoom, 360° swivel mount

INTERIOR CAMERA: Up to 1080p resolution, 160° FOV, 4:3 aspect ratio (occupant knee to head), color in light conditions, IR illumination in low-light

HUB: 240GB video storage, 5 PoE ports for devices, 10 inputs for 12V triggers, Wi-Fi, BLE, GNSS

ALPR COVERAGE: Up to three traffic lanes with one camera using 4k resolution

VIDEO RECALL: 24 hours per camera

SECURITY: Firmware updates and all evidence encrypted on Hub

FLEET DASHBOARD APP: Windows 10 or Windows 7 required; Android and iOS forthcoming

CAMERA AND HUB OPERATING TEMPERATURE: -40°C to +85°C

WIRELESS MIC OPERATING TEMPERATURE: -40°C to +70°C

HUB INGRESS RATING: IP52 when mounted in console

CAMERA INGRESS RATING: IP54

WIRELESS MIC INGRESS RATING: IP67



TASER 7



*CONFIDENCE. CONNECTIVITY.
COMMUNITY.*

THE POWER TO DE-ESCALATE

DE-ESCALATE WITH CONFIDENCE / CONNECT TO SAVE TIME / FOCUS ON COMMUNITIES

TASER 7 – the most effective CEW ever – gives officers the confidence to de-escalate dangerous situations, provides improved integration to the Axon network for optimized workflows, and further demonstrates your commitment to keeping communities safe with reality-based training that improves outcomes.

[AXON.COM/TASER 7](https://axon.com/taser-7)

TASER 7

FEATURES AND BENEFITS

CLOSE-RANGE OPTIMIZED: 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports

IMPROVED DARTS: TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles

ADAPTIVE CROSS-CONNECT: Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects

RAPID ARC: Delivers similar electrical charge as previous models but at a faster rate, causing more rapid incapacitation

INVENTORY MANAGEMENT: Using the Axon Device Manager mobile application to assign weapons and accessories dramatically reduces the time it takes to manage devices in the field. This new functionality includes enhanced inventory search and status updates

DOCK-AND-WALK FUNCTIONALITY: Firmware updates and weapon log downloads occur automatically, saving your agency time and ensuring your weapons are always up to date

RECHARGEABLE BATTERY: One battery for the life of the weapon

DAYLIGHT GREEN LASER: Improve your aim with a more visible green daylight laser

LOUDER ARC: Further enhances TASER 7 as a de-escalation tool

ENHANCED DATA MANAGEMENT: Full integration into the Axon Evidence (evidence.com) ecosystem, with re-designed pulse graphs and firing logs managed as evidence

IMPROVED ERGONOMIC DESIGN: Operational interfaces have been refined through extensive user feedback

SPECIFICATIONS

WEATHER RESISTANCE: IP53 Ingress Protection
MIL-STD-810G Test Method 510.6 (sand and dust),
Method 506.6 (rain) IEC 60529

HOUSING: High Impact Polymer

OPERATING TEMPERATURE: - 4° F to 122° F [-20°
C to 50° C]

DROP TEST: 5 feet

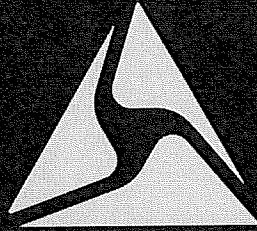
HUMIDITY: 85% Relative, Non-condensing

LASER: Top - High Visibility Green Class 2;
Bottom - Red Class 2

ILLUMINATION: 300 Lumen Light Emitting
Diode (LED)

WARRANTY: 1 year from date of receipt

SERVICE LIFE: 5 Years (Recommended)



AXON

Forest Heights Police Dept. - MD

AXON SALES REPRESENTATIVE

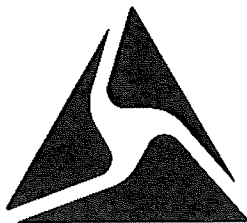
Raleigh Edwards

4809052067

redwards@axon.com

ISSUED

3/18/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-292155-44279.597MD

Issued: 03/18/2021

Quote Expiration: 05/01/2021

Account Number: 452932

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Marcus Jones
Forest Heights Police Dept. - MD
5508 Arapahoe Dr
Forest Heights, MD 20745
US

BILL TO

Forest Heights Police Dept. - MD
5508 Arapahoe Dr
Forest Heights, MD 20745
US

SALES REPRESENTATIVE

Raleigh Edwards
Phone: 4809052067
Email: redwards@axon.com
Fax:

PRIMARY CONTACT

Marcus Jones
Phone: (301) 839-4040
Email: MJones@forestheightsmd.gov

Year 1 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	15	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	15	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	45	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	15	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	15	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	15	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	15	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	60	15	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		14	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		15	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		1	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		15	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		15	0.00	0.00	0.00

Year 1 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		30	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		15	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		15	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		30	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		30	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		18	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		18	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		15	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		20	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		15	0.00	0.00	0.00
Other						
20320	AXON CORE + PLAN WITH T7 CERT HEADER		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	460.54	6,908.10

Year 1 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Target and Frame	Not Eligible Target and Frame		15	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	15	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
Subtotal						9,428.10
Estimated Shipping						0.00
Estimated Tax						0.00
Total						9,428.10

Year 1 - Fleet 2 Continuation - 11 Vehicles

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73375	TRANSFERRED WARRANTY FLEET 2 KIT	3	11	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	3	11	0.00	0.00	0.00
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	3	11	102.00	102.00	1,122.00

Year 1 - Fleet 2 Continuation - 11 Vehicles (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
87050	FLEET VIEW XL ACCESS LICENSE	3	11	0.00	0.00	0.00
87051	FLEET VIEW XL LICENSE PAYMENT	3	11	87.00	87.00	957.00
					Subtotal	2,079.00
					Estimated Tax	0.00
					Total	2,079.00

Year 1 - Fleet 3 Deployment - 12 Vehicles

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, ACCESS	57	24	0.00	0.00	0.00
80400	FLEET, VEHICLE LICENSE, ACCESS	57	12	0.00	0.00	0.00
80401	FLEET 3, ALPR LICENSE, 1 CAMERA, ACCESS	57	12	0.00	0.00	0.00
80402	RESPOND DEVICE LICENSE - FLEET 3 - ACCESS	57	12	0.00	0.00	0.00
Hardware						
72036	FLEET 3 STANDARD 2 CAMERA KIT		12	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		12	0.00	0.00	0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		12	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		12	0.00	0.00	0.00
70117	AXON SIGNAL UNIT, CABLE ASSEMBLY		12	0.00	0.00	0.00
74110	FLEET ETHERNET CABLE, CAT6, 25 FT		12	0.00	0.00	0.00
Other						
80425	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH ACCESS		12	0.00	0.00	0.00
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		12	0.00	0.00	0.00
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	9	12	1,872.00	1,872.00	22,464.00
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	3	12	324.00	324.00	3,888.00
					Subtotal	26,352.00
					Estimated Tax	0.00
					Total	26,352.00

Year 1 - Trade-In Debit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20106	TASER 7 TRADE-IN TASER 60 BASIC		4	0.00	1,035.00	4,140.00
					Subtotal	4,140.00
					Estimated Tax	0.00
					Total	4,140.00

Year 2 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
					Subtotal	31,140.00
					Estimated Tax	0.00
					Total	31,140.00

Year 2- Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
					Subtotal	29,952.00
					Estimated Tax	0.00
					Total	29,952.00

Year 3 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		30	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		30	0.00	0.00	0.00
Other						
73309	AXON CAMERA REFRESH ONE		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

Year 3 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
Subtotal						29,952.00
Estimated Tax						0.00
Total						29,952.00

Year 4 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00

Year 4 - Core + Users (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

Year 4 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
Subtotal						29,952.00
Estimated Tax						0.00
Total						29,952.00

Year 5 - Core + Users

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		30	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		30	0.00	0.00	0.00
Other						
73310	AXON CAMERA REFRESH TWO		15	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	15	1,908.00	1,908.00	28,620.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73666	RESPOND DEVICE PLUS PAYMENT	12	15	228.00	168.00	2,520.00
Subtotal						31,140.00
Estimated Tax						0.00
Total						31,140.00

Year 5 - Fleet 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
72040	FLEET REFRESH, 2 CAMERA KIT		12	0.00	0.00	0.00

Year 5 - Fleet 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
80459	FLEET 3 ADVANCED BUNDLE WITH TAP PAYMENT	12	12	2,496.00	2,496.00	29,952.00
					Subtotal	29,952.00
					Estimated Tax	0.00
					Total	29,952.00
Grand Total						286,367.10



Discounts (USD)

Quote Expiration: 05/01/2021

List Amount	308,439.00
Discounts	22,071.90
Total	286,367.10

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Core + Users	9,428.10
Year 1 - Fleet 2 Continuation - 11 Vehicles	2,079.00
Year 1 - Fleet 3 Deployment - 12 Vehicles	26,352.00
Year 1 - Trade-In Debit	4,140.00
Year 2 - Core + Users	31,140.00
Year 2- Fleet 3	29,952.00
Year 3 - Core + Users	31,140.00
Year 3 - Fleet 3	29,952.00
Year 4 - Core + Users	31,140.00
Year 4 - Fleet 3	29,952.00



Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - Core + Users	31,140.00
Year 5 - Fleet 3	29,952.00
Grand Total	286,367.10

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design




Agency Created For: Forest Heights Police Department

Sold By: Matt Dearing

Designed By: Ashlyn Frahm

Installed By: Axon Professional Services

VEHICLE OVERVIEW

SITE NAME Headquarters		CUSTOMER NAME Forest Heights Police Department	
Total Configured Vehicles <ul style="list-style-type: none"> 12 Total Vehicles with this Configuration Video Capture Sources <ul style="list-style-type: none"> 24 Total Cameras Deployed 1 Fleet Hub(s) Per Vehicle Mobile Data Terminal Per Vehicle <ul style="list-style-type: none"> 1 Located In Each Vehicle Mobile Router Per Vehicle <ul style="list-style-type: none"> 1 IBR900-1200M-B Offload Mechanism <ul style="list-style-type: none"> 4G LTE Cellular Evidence Management System <ul style="list-style-type: none"> Evidence.com 			 Axon Camera  Fleet Hub  In-Car Router

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	1	Axon Fleet Hub will be installed in each vehicle
	1	5-in-1 Antenna will be installed in each vehicle
	1	3-in-1 Antenna will be installed in each vehicle
	1	IBR900-1200M-B will be provided by the agency
Signal Activation Methods	3	Triggers will be configured per vehicle The following devices will be configured for Signal activation: Light-bar, Motion Activation, Speed. When triggered, the Axon Signal technology in the Fleet 3 Hub will activate the recording mechanism for all configured Axon cameras within Bluetooth range of the vehicle.
Mobile Data Computer	Each vehicle will be equipped with a Mobile Data Computer provided by the customer, which meets or exceeds the specifications provided by Axon.	
Mobile Data Computer Requirements	Operating System: Windows 7 SP1 or Windows 10 (version 1909 or higher) - x32 or x64 with the most current service packs and updates Hard Drive: Must have 25GB+ of free disk space RAM/Memory: for x32: 4GB for x64: 8GB or greater Ethernet Port: It is recommended that the MDC have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. Wi-Fi Card: If the MDC is not connected to the router via Ethernet LAN, a WiFi card is required in the MDC. In this case, the WiFi card should meet or exceed the router's minimum WiFi radio compatibility requirements.	

Additional Considerations	The Cradlepoint router includes the antenna(s) and Cradlecare. For agencies that use a VPN, Axon traffic must be passed through; such that it does not use the VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on -site work completed by an Axon Personnel.	
Hardware Provisioning	Axon will provide the following router for each vehicle:	IBR900-1200M-B
	The customer will provide an MDC for each vehicle.	
	If the customer chooses to provide their own SIM, they must be activated and available at time of installation	
SIM Location	SIM will be located in router and can be inserted in router by Cradlepoint if carrier is specified by agency.	

4G / Cellular Offload Considerations

Network Considerations	The mobile router will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	<p>Customer agrees to have the above mentioned number of intended vehicles available at the time of deployment.</p> <p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services included with Axon Fleet system include a "clip" and removal of existing in-car system hardware, if applicable. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service. <p>Chosen installation site must have internet access for the Hub, through the router, and MDC for configuration and testing of Fleet 3. Customer must have a resource onsite during installation with Axon Evidence Device Administration permissions to assist with logging into customer MDCs and configuring vehicle software.</p>
Custom Trigger Installation	<p>The Fleet 3 Hub has multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees.</p> <p>An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those no-cost triggers include Light-bar, Siren, Speed, Motion Activation and Gun-lock activation. The light-bar must have a controller to allow Axon to interface for the desired position, gun -locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON Fleet Dashboard. This is included at no additional cost.

Notes

Agency has existing contract #00018966 (originated via Q-159230) and is terminating that contract upon the new license start date (06/01/2021) of this quote.

The parties agree that Axon is granting a refund of \$21,711.90 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 5/1/2021-5/15/2021, resulting in a 6/1/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This is contingent on the payment of Invoice SI-1613166, SI-1702557, SI-1689213, SI-1705587, SI-1699594, SI-1705864, SI-1701536, SI-1709505 and any other outstanding payments prior to 9/1/2021.

Execution of this quote will terminate contracts associated with Q-213381 (executed contract #00023347) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$4,140.00 (applied to Year 1 - Trade-In Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 5/1/2021-5/15/2021, resulting in a 6/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Raleigh Edwards at redwards@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
 Telephone: 301-839-4040
 E-mail: thoffmann@forestheightsmd.gov

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT	PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Brett Gilbert		Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGKTGD001 SOI BLUEPrint "Gold Package" Control System Warehouse: LORT Vin #: bluePRINT® Control System - Gold Package contains: - 2 ea ETSS100N Speakers - 2 ea ENGND04101 Remote Nodes - 1 ea ENGCC01241 Central Controller - 1 ea ENGSA07152 Siren 480 series 200w amp - 1 ea ENGCP18002 Control Panel - 2 ea ENGHNK02 Remote Node Harness - 1 ea ENGHNK01 Central control Harness	1,303.2400	1,303.24
1	1	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: LORT Vin #:	224.3500	224.35
1	1	Y	MISC SOI NFORCE FRONT INTERIOR BAR RBW Warehouse: LORT Vin #: ENFWB003G7 Ford Explorer/PI Utility w/o Option 76P (2020-21) Split Front (DRV) T18 T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW RBW RBW RBW RBW DSC w/ Breakout Box (Included) (DRV) --N --N --N --N --N --N --N --N (PAS) QE078353	875.0600	875.06

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	1

Printed By: Brett Gilbert

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To

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 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	MISC SOI NFORCE REAR INTERIOR BAR RBA Warehouse: LORT Vin #: ENFWB003TF Ford Explorer/PI Utility w/o Option 76P (2020-21) Solid Rear (DRV) [T18][T18][T18][T18][T18] (PAS) [RBA][RBA][RBA][RBA][RBA][RBA] DSC w/ Breakout Box (Included) (DRV) [A--][A--][A--][A--][A--] (PAS) QE078353		676.2400	676.24
10	10	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: LORT Vin #:		98.9500	989.50
2	2	Y	PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: LORT Vin #:		10.4500	20.90
2	2	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: LORT Vin #:		135.0000	270.00
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: LORT Vin #: NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		37.0000	37.00

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	2

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

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(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
 Telephone: 301-839-4040
 E-mail: thoffmann@forestheightsmd.gov

Contact:
 Telephone:
 E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
03/31/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY UNMARKED		Net 30			
Entered By			Salesperson			Ordered By			Resale Number		
Brett Gilbert			Brett Gilbert-Lorton								
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price			
1	1	Y	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: LORT Vin #:				63.8400	63.84			
2	2	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WE Warehouse: LORT Vin #:				98.9500	197.90			
1	1	Y	C3RNRDC-60L-RWBW CODE 3 60"RUNNING BOARD,LEFT WIRE EXIT,DC,RWBW Warehouse: LORT Vin #:				250.0000	250.00			
1	1	Y	C3RNRDC-60R-BWRW CODE 3 60" RUNNING BOARD,RIGHT WIRE EXIT,DC,BWRW Warehouse: LORT Vin #:				250.0000	250.00			
1	1	Y	CC-20-UV10-L8 TROY CONSOLE Warehouse: LORT Vin #: 2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM USB RELOCATION				320.4300	320.43			
1	1	Y	AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN Warehouse: LORT Vin #: CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA *****				34.1500	34.15			

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	3

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY UNMARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: LORT Vin #:		16.7600	16.76
1	1	Y	AC-TB-ARMMNT-58 TROY bolt to back of consoles Warehouse: LORT Vin #:		114.0000	114.00
1	1	Y	MISC TROY COMPUTER MOUNT Warehouse: LORT Vin #:		344.6500	344.65
1	1	Y	CM-HD-SDLK-LED FP-SO380R TROY FACEPLATE BLANK Warehouse: LORT Vin #:		0.0000	0.00
1	1	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: LORT Vin #:		26.0800	26.08
1	1	Y	FP-AP12-3 TROY 3 DC OUTLET FACE PLATE 2" Warehouse: LORT Vin #:		0.0000	0.00
3	3	Y	L3-AP1SET TROY 12 VDC OUTLET W/ BLACK CAP COVER Warehouse: LORT Vin #:		8.0200	24.06

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	4

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384911
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
03/31/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY UNMARKED		Net 30			
Entered By			Salesperson			Ordered By			Resale Number		
Brett Gilbert			Brett Gilbert-Lorton								
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
1	1	Y	FP-MXTL2500 TRO 3 FACEPLATE FOR MOTAROLA RADIO (REMOTE) Warehouse: LORT Vin #:					0.0000	0.00		
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LORT Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****					125.0000	125.00		
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LORT Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days					2,200.0000	2,200.00		

Print Date	03/31/21
Print Time	11:02:05 AM
Page No.	5

Printed By: Brett Gilbert

Subtotal	8,363.16
Freight	0.00
Order Total	8,363.16

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHTGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT	PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By		Salesperson	Ordered By	Resale Number	
Brett Gilbert		Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGKTGD001 SOI BLUEPrint "Gold Package" Control System Warehouse: LORT Vin #: bluePRINT® Control System - Gold Package contains: - 2 ea ETSS100N Speakers - 2 ea ENGND04101 Remote Nodes - 1 ea ENGCC01241 Central Controller - 1 ea ENGSA07152 Siren 480 series 200w amp - 1 ea ENGCP18002 Control Panel - 2 ea ENGHNK02 Remote Node Harness - 1 ea ENGHNK01 Central control Harness	1,303.2400	1,303.24
1	1	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: LORT Vin #:	224.3500	224.35
1	1	Y	MISC SOI NFORCE TRICOLOR LIGHTBAR Warehouse: LORT Vin #: ENFLB004XF-0AS QE075546	1,983.0000	1,983.00
1	1	Y	MISC SOI NFORCE TRICOLOR REAR INT. BAR Warehouse: LORT Vin #: EFWB001AB QE075546	676.2400	676.24

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	1

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
03/31/21		GROUND SHIPMENT		PPAY & ADD TO INVOICE		21 UTILITY MARKED		Net 30	
Entered By			Salesperson			Ordered By		Resale Number	
Brett Gilbert			Brett Gilbert-Lorton						
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
10	10	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: LORT Vin #:				98.9500	989.50	
2	2	Y	4 GRILL 2 FOG 4 CARGO PMP2WSDDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: LORT Vin #:				10.4500	20.90	
2	2	Y	ENT2B3RBW SOI INTERSECTOR 18-LED UNDER MIRROR LIGHT R/B/W Warehouse: LORT Vin #:				135.0000	270.00	
1	1	Y	ETTFUT-16 SOI PLUG-IN TAILLIGHT FLASHER - 2016+ PIUT Warehouse: LORT Vin #:				63.8400	63.84	
2	2	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WHI Warehouse: LORT Vin #: TAG LIGHTS				98.9500	197.90	

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	2

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Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
 Telephone: 301-839-4040
 E-mail: thoffmann@forestheightsmd.gov

Contact:
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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: LORT Vin #: NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY *****		37.0000	37.00
1	1	Y	C3RNRDC-60R-BWRW CODE 3 60" RUNNING BOARD,RIGHT WIRE EXIT,DC,BWRW Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	C3RNRDC-60L-RWBW CODE 3 60"RUNNING BOARD,LEFT WIRE EXIT,DC,RWBW Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	PS-20-UV-OS-R TRO REAR BARRIER, OSB, PL SEAT Warehouse: LORT Vin #:		1,177.4100	1,177.41
1	1	Y	TP-E-SF1-US-SS TROY US size Recessed Panel; Straight-Frame Space-Make Warehouse: LORT Vin #:		609.8200	609.82
1	1	Y	SAB-20-FDUV-BB TROY PARTITION MOUNT KIT BIG BOY Warehouse: LORT Vin #:		0.0000	0.00
1	1	Y	KP-20-FDUV-SS TRO TROY KICK PANELS Warehouse: LORT Vin #:		121.7100	121.71

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	3

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Continued on Next Page

Sales Quote

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By		Salesperson		Ordered By		Resale Number
Brett Gilbert		Brett Gilbert-Lorton				
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	WG-20-FDUV-SET TROY WINDOW BARS GAURDS Warehouse: LORT Vin #:		182.6600	182.66
1	1	Y	WG-20-FDUV-SET DP-UV20-SET TRO TROY DOOR PANELS Warehouse: LORT Vin #:		185.6700	185.67
1	1	Y	CC-20-UV10-L8 TROY CONSOLE Warehouse: LORT Vin #:		320.4300	320.43
1	1	Y	2020 FORD PIUV CONSOLE W/10" SLOPE AND 8" OF LEVEL COMES WITH RELOCATION FOR THE PARKING BRAKE AND OEM USB RELOCATION AC-INBHG TRO 4" INTERNAL CONSOLE DUAL CUPHOLDER WITH FIN Warehouse: LORT Vin #:		34.1500	34.15
1	1	Y	CUP HOLDERS HAVE RUBBER FINGERS REPLACES p/n # AC-INTBH WHICH IS NLA ***** AC-MIC-Z-FPI TROY HEIGHT ADJUSTABLE MIC CLIP Warehouse: LORT Vin #:		16.7600	16.76

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	4

Printed By: Brett Gilbert

Continued on Next Page

Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Sales Quote No.	384897-A
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 ATTN: CHIEF REASE
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Contact:
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 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	AC-PENPRTR-CC TROY HEIGHT ADJUSTABLE PRINTER ARM REST Warehouse: LORT Vin #:		263.3000	263.30
1	1	Y	MISC TROY COMPUTER MOUNT Warehouse: LORT Vin #:		344.6500	344.65
1	1	Y	CM-HD-SDLK-LED FP-SO380R TROY FACEPLATE BLANK Warehouse: LORT Vin #:		0.0000	0.00
1	1	Y	FP-SGTRAY TROY 4IN CONSOLE TRAY Warehouse: LORT Vin #:		26.0800	26.08
1	1	Y	FP-AP12-3 TROY 3 DC OUTLET FACE PLATE 2" Warehouse: LORT Vin #:		0.0000	0.00
3	3	Y	L3-AP1SET TROY 12 VDC OUTLET W/ BLACK CAP COVER Warehouse: LORT Vin #:		8.0200	24.06
1	1	Y	FP-MXTL2500 TRO 3 FACEPLATE FOR MOTAROLA RADIO (REMOTE) Warehouse: LORT Vin #:		0.0000	0.00

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	5

Printed By: Brett Gilbert

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	384897-A
Customer No.	FORESTHGTS

Bill To

FOREST HEIGHTS POLICE DEPARTMENT
 5508 ARAPAHOE DRIVE
 ATTN: CHIEF REASE
 FOREST HEIGHTS, MD 20745

Ship To

(For Pickup - LORT)
 Lorton, VA Warehouse
 7337 LOCKPORT PLACE
 LORTON, VA22079

Contact: CHIEF ANTHONY N REASE
Telephone: 301-839-4040
E-mail: thoffmann@forestheightsmd.gov

Contact:
Telephone:
E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By			Salesperson	Ordered By	Resale Number	
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	LPS-103 HAV POWER SUPPLY 120W 72" INPUT Warehouse: LORT Vin #:		127.2200	127.22
1	1	Y	DS-PAN-1112-2 HAV Docking Station with Dual Pass-Through Antenna Warehouse: LORT Vin #: Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		899.9500	899.95
1	1	Y	MISC HONEYWELL VEQUEST 3320G COMPACT AREA IMAGING SCANNER Warehouse: LORT Vin #:		250.0000	250.00
1	1	Y	PJ723 BROT POCKET JET 7 THERMAL PRINTER - 300dpi Warehouse: LORT Vin #: REQUIRES USB CABLE & 12 VDC POWER CABLE SOLD SEPERATELY *****		330.0700	330.07
1	1	Y	LB3603 BROT 10" USB CABLE --- USB --- MINI5B/USB-A CONNECTC Warehouse: LORT Vin #: CABLE ONLY *****		10.1300	10.13
1	1	Y	LB3692 BROT 14' DIRECT WIRE 12 VDC POWER CORD Warehouse: LORT Vin #:		18.1900	18.19

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	6

Printed By: Brett Gilbert

Continued on Next Page

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 Telephone: 301-839-4040
 E-mail: thoffmann@forestheightsmd.gov

Contact:
 Telephone:
 E-mail:

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
03/31/21	GROUND SHIPMENT		PPAY & ADD TO INVOICE	21 UTILITY MARKED	Net 30	
Entered By			Salesperson	Ordered By		Resale Number
Brett Gilbert			Brett Gilbert-Lorton			
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: LORT Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		125.0000	125.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: LORT Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		2,200.0000	2,200.00

Print Date	03/31/21
Print Time	11:05:10 AM
Page No.	7

Printed By: Brett Gilbert

Subtotal	13,533.23
Freight	0.00
Order Total	13,533.23

911Leasing.com
432A Frye Farm Road
Greensburg, PA 15601



Phone: (800) 214-4606
Fax: (724) 238-3133
Sales@911Leasing.com

Financing Proposal for Forest Heights

April 1, 2021

REF: 4.1.FORESTHEIGHTS

From: Irma Charney
Vice President
911Leasing.com
432A Frye Farm Road
Greensburg, PA 15601

Financing for (3) 2021 Ford Interceptors w/ up-fit

Pricing \$206,245.32

	TERM	RATE	PAYMENTS	
1.	5 Years	3.37%	5 Annual Payments @ \$ 41,293.05	Due Starting April 1, 2022
2.	5 Years	3.37%	5 Annual Payments @ \$ 45,349.84	Due Starting December 1, 2021

OPTION #1 REQUIRES 10% DOWN (\$20,624.53) WITH SIGNED DOCUMENTATION, FINANCING AMOUNT AFTER 10% DOWN IS \$185,620.79

As you review our quote, please note the following points:

- This is a proposal. Final terms are subject to credit review and your acceptance.
- The expiration date is the date by which we must receive executed financing documents. It is not the date by which you agree to the terms. **This quote expires 15 days from proposal date.**
- Should we proceed with this transaction, you would have the title to the equipment from the beginning. There would, however, be a lien on the equipment until the obligation is paid.
- **Documentation Fee of \$279.00 due with signed contracts**
- This transaction must be designated as a Tax-Exempt under section 103 of the Internal Revenue Code of 1986 as amended.

Accepted By: _____ / _____ Title _____ Date _____

**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND READOPTING AND AMENDING ARTICLE 20 (FINANCIAL MANAGEMENT AND INTERNAL CONTROLS), SECTION 20.4 (PROCEDURES) OF THE ORDINANCE CODE OF THE TOWN OF FOREST HEIGHTS TO CHANGE THE THRESHOLD AMOUNT FOR SMALL PURCHASES FROM \$1,000 TO \$5,000 THEREBY AUTHORIZING THE MAYOR TO MAKE SMALL PURCHASES UP TO \$5,000 WITHOUT PRIOR APPROVAL BY THE COUNCIL, AND GENERALLY RELATING TO PROCUREMENT PROCEDURES.

Introduced By: Councilmember Taunya Hines, Ward 3

WHEREAS, the Town of Forest Heights (the "Town") is a municipal corporation of the State of Maryland expressly authorized by Maryland Code Annotated, LG Art., § 5-205(b)(1) to expend any municipal funds for any purpose deemed to be public and to affect the safety, health, and general welfare of the municipality and its occupants; and

WHEREAS, the Mayor and Council is further authorized by Section 33-63 of its Charter to make purchases and contracts for the Town government; and

WHEREAS, said Section 33-63 of the Charter permits the Mayor and Council of the Town, by ordinance, to establish rules and regulations for competitive bidding and contracting for all Town purchases and contracts; and

WHEREAS, the Mayor and Council passed an emergency ordinance in December 2010 thereby amending the Town's purchasing and contracting ordinance, as set forth in Article 20 (Financial Management and Internal Controls), Section 20.4 (Procedures) of the Town Code, to conform it to the past practices of the Town administration, and thereby delegate certain procurement responsibilities to the Mayor in order to make small purchases not exceeding \$1,000 and to streamline the ability of the Mayor and the Town Administration, without further pre-approval from Council, to make necessary repairs, acquisitions and purchases particularly for certain unforeseen purchases or services that may arise from time to time; and

WHEREAS, the Mayor and Council passed Emergency Ordinance No. 04-11 in July of 2011 thereby again amending the Town's purchasing and contracting ordinance provisions to allow the Mayor to make emergency purchases or procurements for certain projects, services or goods that do not exceed \$10,000 in value, without competitive bidding at the discretion of the Mayor, provided that said purchases are deemed necessary to address an emergency situation or

CAPITALS

[Brackets]

Asterisks * * *

:Indicate matter to be added to existing law

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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

otherwise protect against an imminent threat to the health, welfare and safety of the residents or the public; and

WHEREAS, the Mayor and Council hereby finds it to be in the best interest of the Town to further amend the Town's purchasing and contracting ordinance provisions to increase the monetary threshold for small purchases made without Council pre-approval.

Section 1.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF FOREST HEIGHTS, that Article 20 (Financial Management and Internal Controls), Section 20.4 (Procedures) of the Code of Ordinances of the Town of Forest Heights is hereby amended, or readopted as written below and shall henceforth read as follows:

* * *

Article 20 – FINANCIAL MANAGEMENT AND INTERNAL CONTROLS

* * *

Section 20.4: Procedures

(a) Procurement. In addition to meeting all of the relevant Charter and state law provision requirements, the procedures for the procurement of services and goods (including related parts and equipment) and the disposal of surplus property shall be as follows:

(1) Except for emergency certifications, all procurement requests shall be pre-certified prior to purchase by the Mayor or Town Treasurer using the financial form approved by the Council for this purpose (i.e., Check and Credit Card Requisition Form). The purpose of the certification is to verify whether the funds have been appropriated in the budget, that the line item contains adequate funds, and to ensure that the purchase is to be made pursuant to a valid and approved contract. Certification is the process whereby the Mayor or Treasurer officially signifies that funding has been lawfully appropriated by budget and the purchase has been properly approved by the Council or in the case of small or emergency purchases, the Mayor. Certification is not synonymous with approval of the specific purchase or procurement by the Council or the Mayor.

* * *

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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

(5) Procurement of an item valued in excess of \$1,000 but less than \$10,000 shall require quotes, bids or proposals from three different vendors. Items valued at \$1,000 or less may be purchased without obtaining multiple bids, quotes or proposals.

- (I.) Small purchases. Except as otherwise stated hereinbelow for emergency purchases, all purchases and contracts made under this subsection less than [~~\$1,000~~] \$5,000 in consideration are hereby preapproved by the Council and if previously appropriated in the budget may be made or entered into solely by the Mayor without further Council approval.
- (II.) Emergency purchases. All emergency purchases and contracts made under this subsection less than \$10,000 in consideration are hereby preapproved by the Council. The Mayor without prior specific consent or further approval of the Council, but with the written consent of at least two other Council members, may enter into contracts or make purchases not exceeding \$10,000 in value for emergency purposes in order to protect the residents from imminent threat of harm or injury, to protect the health, safety and welfare of the general public from imminent harm, or to prevent the imminent permanent, and substantial loss or damage to Town property.
- (III.) When making emergency purchases under this subsection, the Mayor may exempt said purchase of a good or service from the competitive selection processes but shall provide a report at the next meeting of the Council as to the reasonableness under the circumstances of the sole-source procurement utilized by the Mayor and staff.
- (IV.) The Mayor shall ensure that all purchases made pursuant to this subsection are certified as stated in Subsection (a)(1) and (7) of this section and shall report said purchases and contracts made on a monthly basis to the Council.
- (V.) Except as otherwise provided during a declared state of emergency pursuant to state law or Town ordinance, the Council may suspend the delegation of purchasing and contracting authority bestowed on the Mayor by this subsection by simple resolution of the Council entered into the journal or meeting minutes. The Council may further require by simple resolution that the Council President, the Finance Committee Chair or an appointed official shall co-sign all written contracts or approve in writing all oral agreements authorized under this subsection.

* * *

Section 2.

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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

AND BE IT FURTHER ORDAINED AND ENACTED, that if any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

Section 3.

AND BE IT FURTHER ORDAINED AND ENACTED, that any prior ordinances adopting and enacting any substantially similar provision of this newly enacted or amended Article 20 of said Ordinance Code, or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found herein shall be deemed repealed and superseded by the provisions of this Ordinance, and should a previously enacted ordinance cover a provision or subject that is not specifically covered by this Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

Section 4.

AND BE IT FURTHER ORDAINED AND ENACTED, that this Ordinance shall take effect thirty (30) calendar days following adoption by the Town Council, having been passed by the required yeas and nays of the Mayor and Council of the Town of Forest Heights.

Section 5.

AND BE IT FURTHER ORDAINED AND ENACTED, that subject to the publication of such change or correction posted no less than thirty (30) days in a conspicuous place in the Municipal Building, the Town Clerk shall be authorized to correct any non-substantive or typographical errors in this or any other ordinance passed by the Council including but not limited to errors in spelling, or the proper sequence or numbering of the sections or articles contained herein that are to be codified in the Town's Ordinance Code or in any other ordinance subsequently or previously passed by the Council, but this Section shall not be construed to authorize the Town Clerk to revise the latest version of the duly enacted Ordinance Code with any newly adopted provision, language, section or correction having substance, such that said amendments would have the force of law, without approval of the Council by ordinance.

Section 6.

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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

AND BE IT FURTHER ORDAINED AND ENACTED, that upon passage, the Town Clerk, or in her absence, the Town Administrator shall cause to be published a summary of this Ordinance at least twice in the town newsletter or a newspaper having general circulation within the Town of Forest Heights.

HAVING BEEN INTRODUCED AND HAVING BEEN READ, as an ordinance and passed by a ye and nay vote of the Mayor and Council of the Town of Forest Heights with the affirmative votes of at least four (4) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the Town of Forest Heights held on this ____ day of _____ 2021, at _____ o'clock ____ .m., in the Municipal Building in Forest Heights, Maryland.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
MUHAMMAD	_____
BARNES	_____
HINES	_____
KENNEDY	_____
ATKINSON	_____
NOBLE	_____
WASHINGTON	_____

I HEREBY CERTIFY that the above Ordinance No. __-21 was passed by the required ye and nay vote of the Mayor and Council of the Town of Forest Heights on the ____ day of _____ 2021.

ATTEST:

THE TOWN OF FOREST HEIGHTS

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CAPITALS

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**MAYOR AND COUNCIL
THE TOWN OF FOREST HEIGHTS**

ORDINANCE NO. 01-21

CERTIFICATION

I HEREBY CERTIFY that following its passage, a summary of this Ordinance No. __-21 has been published at least twice in the Town newsletter or a newspaper having general circulation in the Town of Forest Heights and that an executed copy of this ordinance has been delivered to General Code, LLC for codification.

Date: _____

Sherletta Hawkins, Town Clerk

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